



AGENDA

SEPTEMBER 20, 2022

**REGULAR MEETING
CITY COUNCIL
CITY OF YUBA CITY**

**5:00 P.M. CLOSED SESSION
SUTTER ROOM/VIRTUAL**

**6:00 P.M. REGULAR MEETING
COUNCIL CHAMBERS/VIRTUAL**

MAYOR	• Dave Shaw
VICE MAYOR	• Wade Kirchner
COUNCILMEMBER	• Marc Boomgaarden
COUNCILMEMBER	• Grace Espindola
COUNCILMEMBER	• Shon Harris
CITY MANAGER	• Diana Langley
CITY ATTORNEY	• Shannon L. Chaffin

**1201 Civic Center Blvd
Yuba City CA 95993**

Wheelchair Accessible



*If you need assistance in order to attend the City Council meeting, or if you require auxiliary aids or services, e.g., hearing aids or signing services to make a presentation to the City Council, the City is happy to assist you. Please contact City offices at (530) 822-4817 at least 72 hours in advance so such aids or services can be arranged. **City Hall TTY: 530-822-4732***

**AGENDA
REGULAR MEETING
CITY COUNCIL - CITY OF YUBA CITY
SEPTEMBER 20, 2022
5:00 P.M. CLOSED SESSION
SUTTER ROOM/VIRTUAL

6:00 P.M. REGULAR MEETING
COUNCIL CHAMBERS/VIRTUAL**

Materials related to an item on this Agenda submitted to the Council after distribution of the agenda packet are available for public inspection in the City Clerk's office at 1201 Civic Center Blvd., Yuba City, during normal business hours. Such documents are also available on the City of Yuba City's website at www.yubacity.net, subject to staff's availability to post the documents before the meeting.

The Council Chambers will be open for public attendance and participation. The meeting will also be live streamed for public viewing, but not participation, at the following link:https://us06web.zoom.us/webinar/register/WN_zCj4NygxQhSRtpL-bGS34Q. Emailed comments sent to cityclerk@yubacity.net at least 24 hours before the meeting will be distributed to the City Council prior to the meeting. Please identify the Agenda item(s) addressed by the comments.

Public Comment:

Any member of the public wishing to address the City Council on any item listed on the closed session agenda will have an opportunity to present testimony to the City Council in the Council Chamber prior to the City Council convening into closed session. Comments from the public will be limited to three minutes. No member of the public will be allowed to be present once the City Council convenes into closed session.

Closed Session

A. Conference with real property negotiator (Govt. Code § 54956.8)

Property:

APN: 59-010-119, approximately 2 acres generally located at the northwest corner of Poole Boulevard and Civic Center Field, Yuba City, CA 95993

Negotiator: Diana Langley, City Manager

Negotiating parties: Robert Leal, Ron Scott and Holly Shackleford

Under negotiation: Price and terms of payment

B. Conference with real property negotiator (Govt. Code § 54956.8)

Properties:

APN: 51-62-026, 1.58 acres generally located on Providence Court, west of Clark Avenue and south of Kensington Way, Yuba City, CA 95991

APN: 51-660-084, 0.19 acres generally located on Providence Court, west of Clark Avenue and south of Kensington Way, Yuba City, CA 95991

APN: 57-150-001, 0.47 acres located at 217 S Walton Avenue, Yuba City, CA 95991

APN: 57-150-050, 1.0 acres located at 211 S Walton Avenue, Yuba City, CA 95991

APN: 57-220-065, 0.11 acres generally located on S Walton Avenue between 211 and 217 S Walton Avenue, Yuba City CA 95991

Negotiator: Diana Langley, City Manager

Negotiating parties: Habitat for Humanity

Under negotiation: Price and terms of payment

C. Public Employee Performance Evaluation (Pursuant to Government Code §54957(b)(1).)

Position: City Attorney

Regular Meeting

Call to Order

Roll Call

___ Mayor Shaw
___ Vice Mayor Kirchner
___ Councilmember Boomgaarden
___ Councilmember Espindola
___ Councilmember Harris

Invocation/Inspiration

Pledge of Allegiance to the Flag

City Attorney's Report on Closed Session Items, City Attorney Shannon Chaffin

Agenda Modifications/Approval of Agenda

Ceremonial Presentations

1. **Paul Hatfield Retirement Proclamation**
2. **Senior Center Proclamation**
3. **Emergency Preparedness Proclamation**
4. **Kristel Martin, Downtown Business Association Certificate of Appreciation**
5. **SACOG Blueprint Project Presentation**

6. Zonehaven - County Zach Hamill Presentation

Public Communication

7. Appearance of Interested Citizens

You are welcome and encouraged to participate in this meeting. Public comment is taken on action items appearing on the Consent Calendar or Business Items on the Agenda when they are called. Public comment on any other items within the scope of the City's jurisdiction, including items not listed on the Agenda will be considered at this time. Public comment is limited to three minutes per speaker. Members of the public submitting written requests at least 24 hours prior to the meeting will be allotted five minutes to comment per speaker. Repetitive comments may be limited, and large groups are encouraged to select representatives to express the opinions of the group.

Consent Calendar

All matters listed under Consent Calendar are considered to be routine and can be enacted in one motion. There will be no separate discussion of these items prior to the time that Council votes on the motion unless members of the City Council request specific items to be discussed or removed from the Consent Calendar for individual action.

8. Minutes from the September 2 and 6, 2022 meetings

Recommendation: Approve the September 2 and 6, 2022 meeting minutes

9. Acceptance of 2021 Assistance to Firefighter Grant

Recommendation: A. Adopt a Resolution authorizing the Fire Chief to accept the 2021 Assistance to Firefighters Grant in the amount of \$35,360.60

B. Authorize the Finance Director to make a supplemental budget appropriation for grant revenues to 100-43120 and grant expenditures to 2327-63404 in the amount of \$35,360.60, and transfer the 10% match from unallocated general funds

10. Rezone 22-01 to remove the X8 District Overlay located East of the Intersection of Sutter and Market Street

Recommendation: Adopt an Ordinance of the City Council rezoning Accessor's Parcel Numbers 51-550-029, -030, -040, -041, -042-and -043, located east of the intersection of Sutter and Market Street to remove the X8 District Overlay, and waive the second reading

Business Items

11. City Housing Loan Programs Administration - Agreement with Habitat for Humanity

Recommendation: Adopt a Resolution authorizing the City Manager to enter into the Subrecipient Agreement with Habitat for Humanity Yuba/Sutter for the administration of the City's housing loan programs with the finding that entering into the Agreement is in the best interest of the City

12. 2021 CDBG - Consolidated Annual Performance and Evaluation Report

Recommendation: A. Conduct a Public Hearing and after consideration;

B. Adopt a Resolution approving the 2021 CAPER and

authorizing staff to submit all necessary documents to the U.S. Department of Housing and Urban Development (HUD)

13. Emergency Operations Plan-Draft

Recommendation: Receive a presentation on the draft Emergency Operations Plan

Future Agenda Items

14. Future Agenda Items

- Councilmember Boomgaarden
- Councilmember Espindola
- Councilmember Harris
- Vice Mayor Kirchner
- Mayor Shaw

Reports and Communications

The following reports and communication items are provided for the Council's information. No action can be taken on items under this section unless the Council agrees to include it on a subsequent agenda

15. City Manager's Report

16. City Council Reports

- Councilmember Boomgaarden
- Councilmember Harris
- Councilmember Espindola
- Vice Mayor Kirchner
- Mayor Shaw

Adjournment



Proclamation

of the City Council

Paul Hatfield

Police Sergeant

In Recognition of your Retirement

WHEREAS, Paul Hatfield was hired as a Reserve Police Officer by the City of Yuba City on August 11, 1990; and

WHEREAS, Paul has held the positions of Reserve Police Officer, Police Officer and Police Sergeant; and

WHEREAS, Paul has been recognized with numerous awards and commendations for his exemplary professional performance including over 40 letters of appreciation from the public, peers and supervisors; and

WHEREAS, Paul has served as an example of a leader, and a team player in his capacity as an employee of the City of Yuba City. Paul has received (5) Chief's Unit of the Year Awards, (4) Police Unit Commendation Ribbons, and (7) Police Fitness Ribbons; and

WHEREAS, Sergeant Paul Hatfield took an oath when he was hired to, "Preserve, Protect and Defend the Constitution," an oath he never broke; and

WHEREAS, Sergeant Hatfield kept faith with the public he so honorably served for more than 32 years.

NOW, THEREFORE BE IT RESOLVED, that I, Dave Shaw, Mayor of the City of Yuba City, on behalf of the entire Council and citizens we serve, do hereby congratulate **Sergeant Paul Hatfield** on the occasion of his honorable retirement, September 14, 2021. We wish Sergeant Hatfield, the very best in his future.

Done on this 20th day of September, 2022 in the City of Yuba City, County of Sutter, State of California.



Proclamation

of the City Council

National Senior Center Month *September 2022*

WHEREAS, the month of September is devoted to celebrating Senior Centers and their contribution to improving the quality of life for older adults in our community; and

WHEREAS, the Yuba City Senior Center strengthens community connection with fellowship and fun. The Yuba City Senior Center offers a variety of interactive activities such as Waffle Wednesdays, Friday night bingo, games and card groups, writers' workshops, art programs such as pottery, painting and ceramics, and fitness programs such as yoga, line dancing and tai chi; and

WHEREAS, the Senior Center promotes health and wellness, improving physical and mental fitness of people who participate in the programs; and

WHEREAS, the Senior Center works with community partners to provide information and resources to seniors through the annual senior resource fair, and various educational seminars and workshops; and

WHEREAS, the Senior Center offers life enrichment and lifelong learning through day trips to various destinations such as the theatre, musicals, museums, art exhibits, as well as access to domestic and international travel experiences; exercising the mind and body and keeping adults engaged in the community, and there are many other activities designed to promote active lifestyles; and

WHEREAS, Senior Centers are valuable assets in communities and provide a space for older adults to connect with others, provide support for those in need of information and resources, and provide programs that help older adults continue to age well.

NOW, THEREFORE, BE IT RESOLVED, that I, Dave Shaw, Mayor of the City of Yuba City and on behalf of the entire City Council of the City of Yuba City do hereby proclaim September 2022 as National Senior Center Month and doing so, ask that the citizens of Yuba City commend the Senior Center for being such an outstanding community resource offered in our City.

Done this 20th day of September 2022, at the City of Yuba City, County of Sutter, State of California.



Proclamation

of the City Council

Emergency Preparedness Month September 2022

WHEREAS, emergencies can happen unexpectedly in communities like ours, to people like you. It's always good to have a plan in place to be prepared for emergencies; and

WHEREAS, the entire Yuba City Community can take actions to become prepared to respond to and recover from any natural or manufactured disaster, no matter how big or small, the more people who prepare, the quicker our community will recover; and

WHEREAS, Yuba City first responders may not always be able to reach you quickly in an emergency or disaster, and the most crucial step you can take in helping them is being able to take care of yourself and those in your care for at least a short period following an incident; and

WHEREAS, during National Preparedness Month, September 2022, community members are encouraged to take time to prepare themselves and those in their care for emergencies and disasters that can impact our neighborhoods for days at a time; and

WHEREAS, all Yuba City residents and business owners are encouraged to be prepared, visit the Yuba City Fire Department website to sign up for emergency notifications with CodeRed, and to learn how to build a disaster supply kit, create evacuation plans, and general emergency preparedness; and

WHEREAS, Yuba City community members who prepare to meet emergencies or disasters can positively influence their neighbors by sharing their preparedness story and encouraging friends, family, and co-workers to be prepared.

NOW, THEREFORE BE IT RESOLVED that I, Dave Shaw, Mayor of the City of Yuba City, and on behalf of the entire City Council, do hereby proclaim September 2022 Emergency Preparedness Month and encourage the community to make sure that you and your family are prepared for an emergency.

Done on this 20th day of September 2022, City of Yuba City, Sutter County, and the State of California.



Certificate of Appreciation

Kristel Martin

Thank you for your years of service to the Yuba City Community by your Downtown Business Association coordination efforts of the Summer Stroll, Christmas Stroll, Bunny Hop, Trick or Treat Plumas Street and the Holiday Shopping Night Out.

Presented on September 20, 2022, City of Yuba City Council

Dave Shaw, Mayor



Sacramento Area Council of Government

James Corless, Chief Executive Officer for the Sacramento Area Council of Governments will be presenting an overview of 2024 Blueprint.

Here is the link to the [SACOG 2024 Blueprint](#)

Background on SACOG

The Sacramento Area Council of Governments is where local government leaders across the region come together to advance the goals of economic prosperity, connected communities, and vibrant places. SACOG works with the 6 counties and 22 cities in the region to solve challenges that are too big for any one jurisdiction to solve on its own. SACOG plays a central role in transportation infrastructure planning and funding assistance for cities, counties, transit operators, and other entities responsible for providing for the mobility needs of the region's residents. One of SACOG's main roles as the state and federally recognized Metropolitan Planning Organization for the region, is to maintain the region's long range, fiscally constrained, transportation plan and accompanying land use strategy. This plan must be updated every four years in coordination with local government agencies and demonstrate how the region is working to advance local, regional, state, and federal policy priorities. SACOG is currently undergoing an update of this plan, titled Blueprint, and anticipates adoption of the plan in 2024.

Background on Blueprint

The 2024 Blueprint will outline recommendations for public land use policy and transportation investment strategies for the Sacramento region for the next 30 years. This plan will lay out a set of strategies for an integrated, multimodal transportation system and a regional land use development pattern that can create a more thriving region that works for all residents. The plan aims to connect housing to jobs, education, goods and services, and recreational opportunities while protecting and enhancing our region's natural and working landscapes.



Aside from this plan being a federal and state requirement, SACOG will use the 2024 Blueprint update to help local agencies coordinate and prioritize efforts to attract greater investment in the region through grants, private investment, and economic growth while protecting our region's natural environment, existing economies, and improving quality of life for all residents.

At the Yuba City Council Meeting, James Corless from SACOG will provide a short presentation and answer any council questions on the 2024 Blueprint. The presentation will highlight how a Triple Bottom Line approach that strives to advance coequal goals in equity, economy, and environment is imperative to prepare the region to meet the complex growth and mobility challenges we all face in the coming decades. The presentation will also provide an overview of the opportunities SACOG is creating to allow for public and stakeholder involvement in the regional planning process and a glimpse into the many programs SACOG has available or is developing to support public agencies in the implementation of the region's vision for the future.

SACOG

1415 L Street, Suite 300

Sacramento, CA 95814

916-321-9000

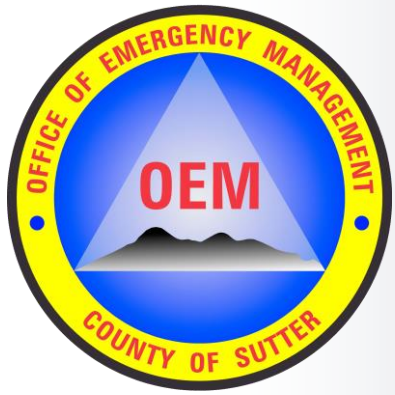


Sutter County

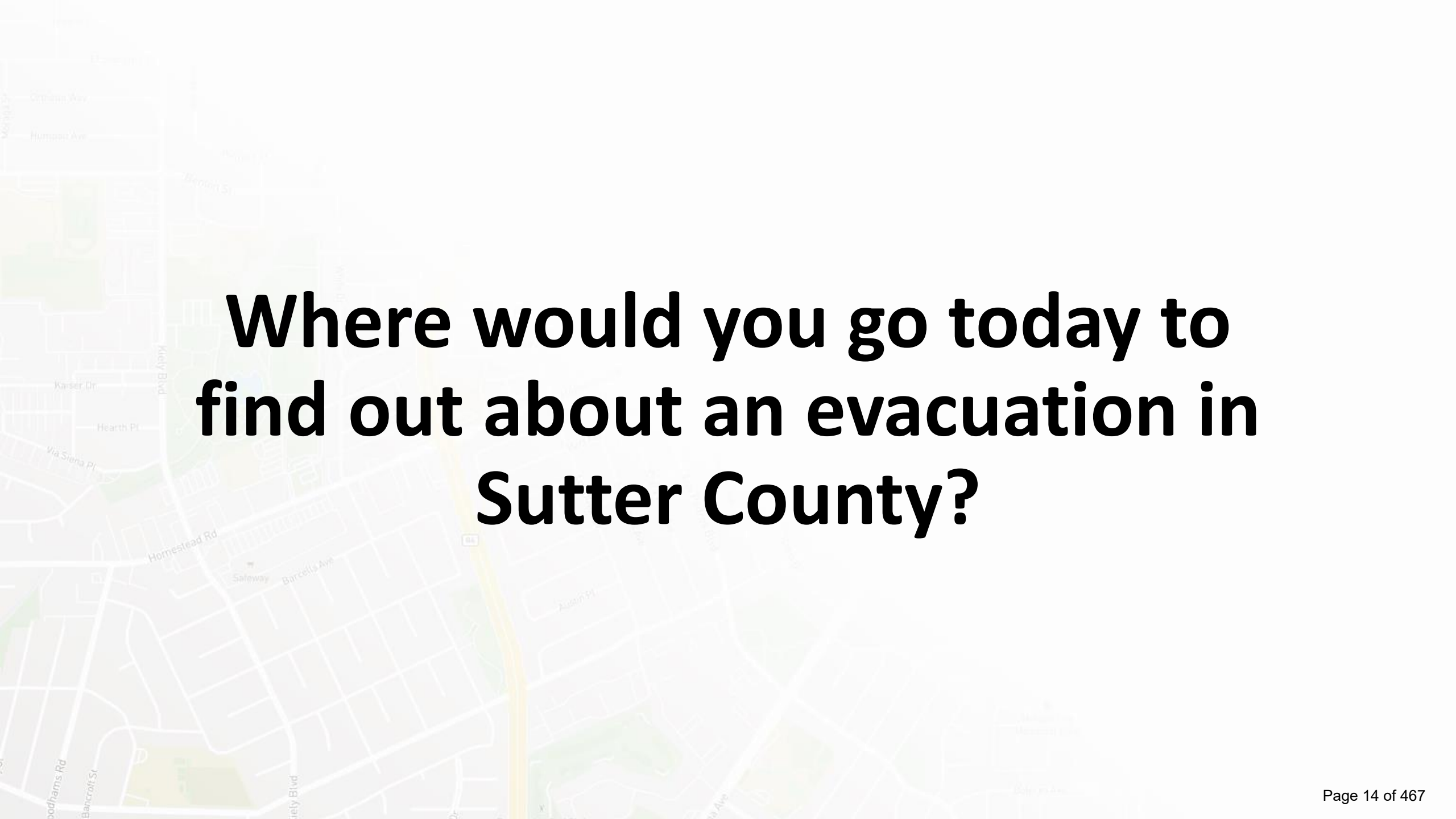
Zach Hamill, Emergency Operations Manager for Sutter County will be presenting an overview of Zonehaven.

Here is the link to the [Office of Emergency Management](#)

Sutter County
Emergency Management
1130 Civic Center Blvd
Yuba City, CA 95993
530-822-4575



KNOW YOUR Z NE

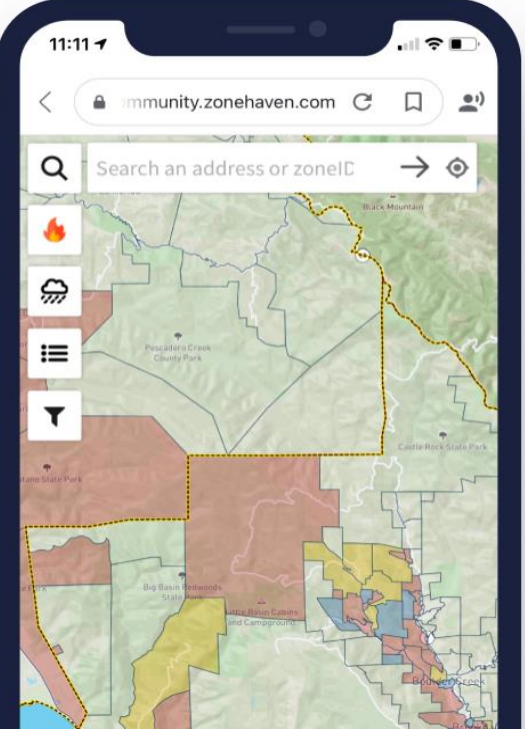
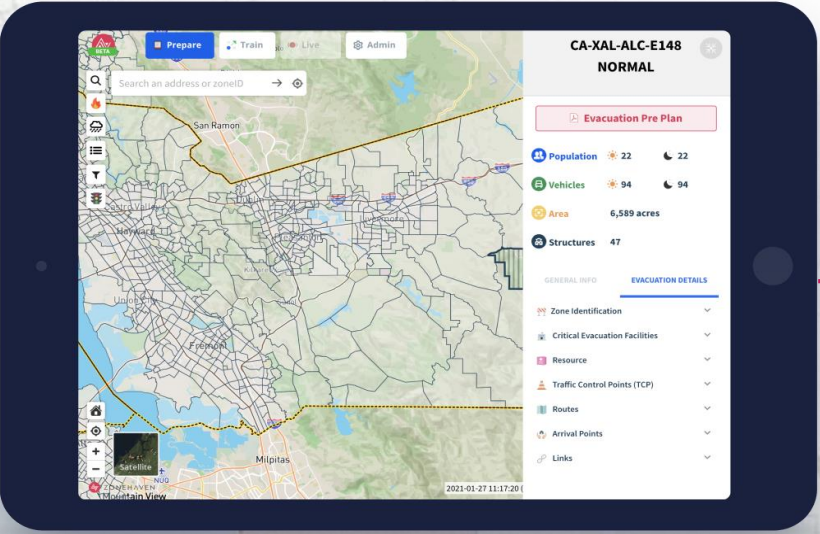


**Where would you go today to
find out about an evacuation in
Sutter County?**

Zonehaven

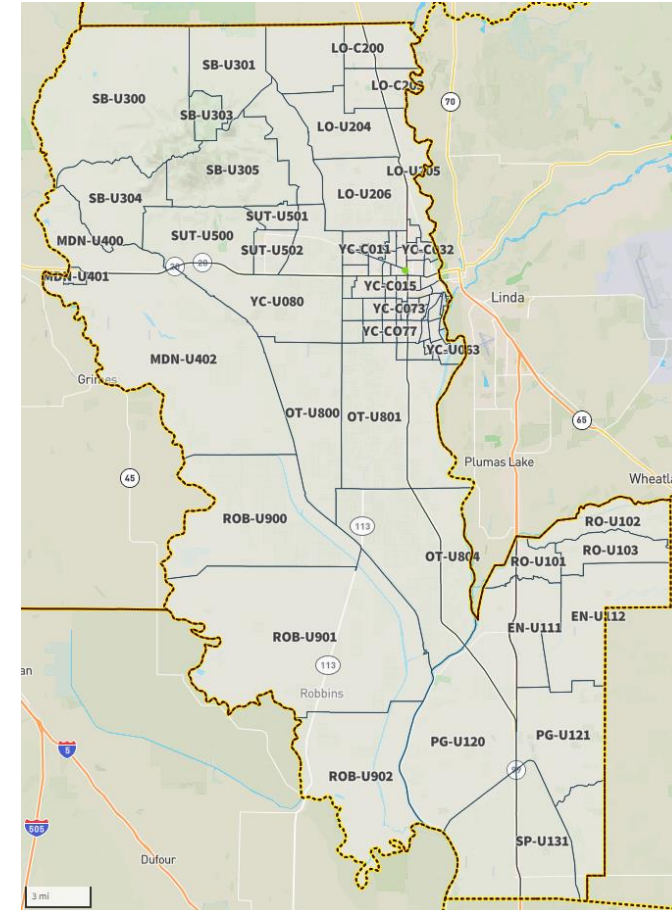
ZONEHAVEN®
EVAC

ZONEHAVEN®
AWARE



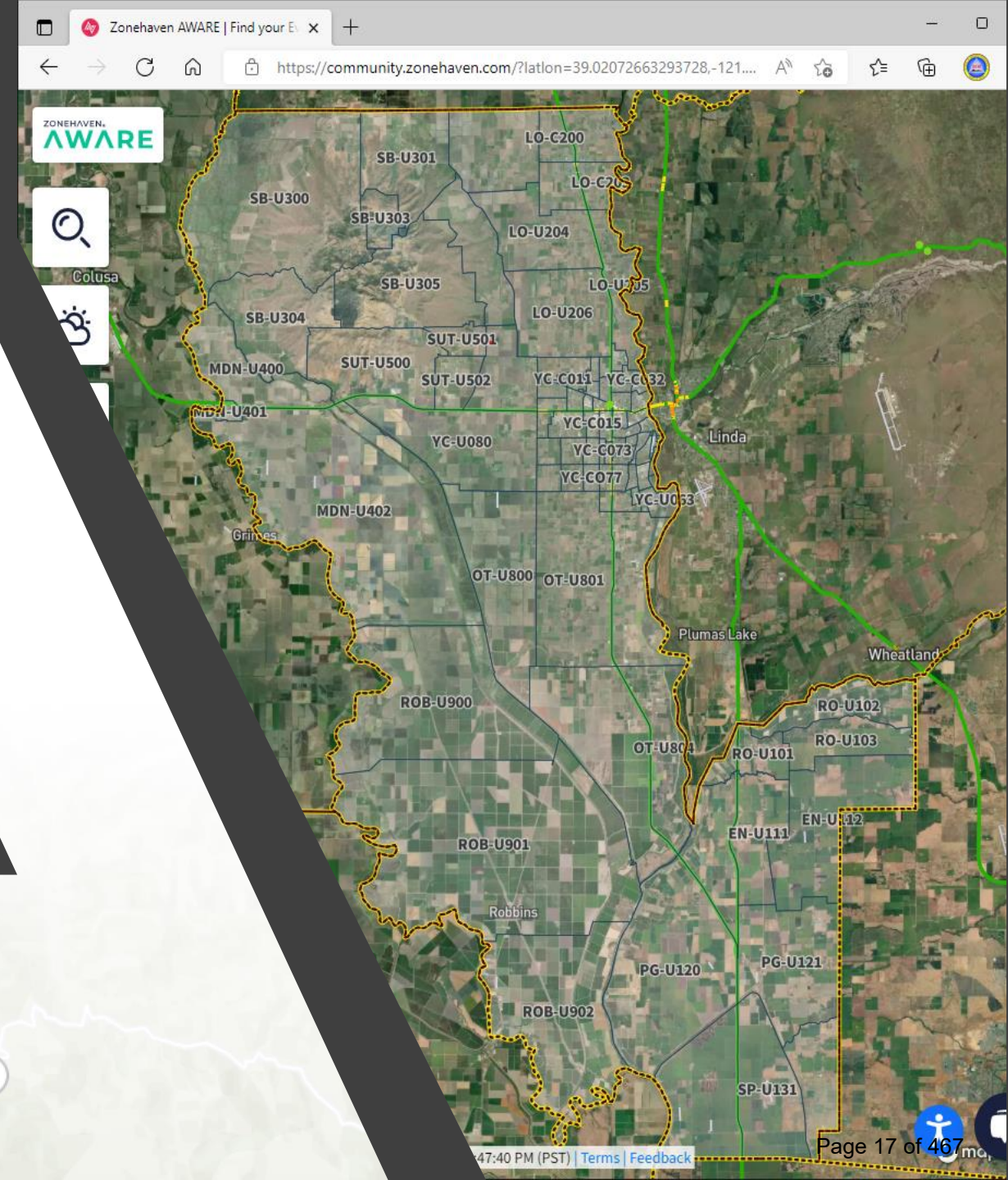
Evacuation Zones

- Critical to evacuation process
- Communication to the public
- Pre-established zones help prepare for, streamline, reduce confusion



Find your zone

- Community.Zonehaven.com
- Search address
- Write your zone down



Zone Status

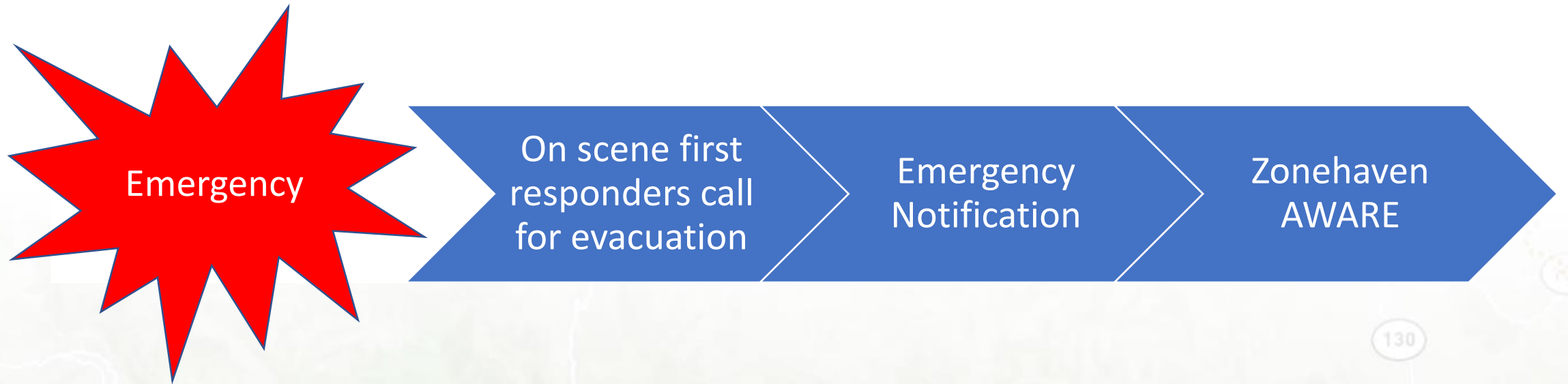
EVACUATION ORDER	Immediate threat to life. This is a lawful order to leave now. The area is lawfully closed to public access.
EVACUATION WARNING	Potential threat to life and/or property. Those who require additional time to evacuate, and those with pets and livestock should leave now.
SHELTER IN PLACE	Go indoors. Shut and lock doors and windows. Prepare to self-sustain until further notice and/or contacted by emergency personnel for additional direction.
ADVISORY	Be on alert and follow county recommendations.
EVACUATION ORDER LIFTED	It is now safe to return to your home. Be aware of your surroundings.
NORMAL	No current knowledge of active public safety incidents affecting your area.
TRAINING	Emergency personnel training. No response necessary from residents. (Can also be used for virtual evacuations, such as when testing the Community Warning Systems.)



Value

- Keep your family safe
- Protect your property
- Keep your community safe

County Evacuation Process





Resident Response

Emergency
detected

Reference zone

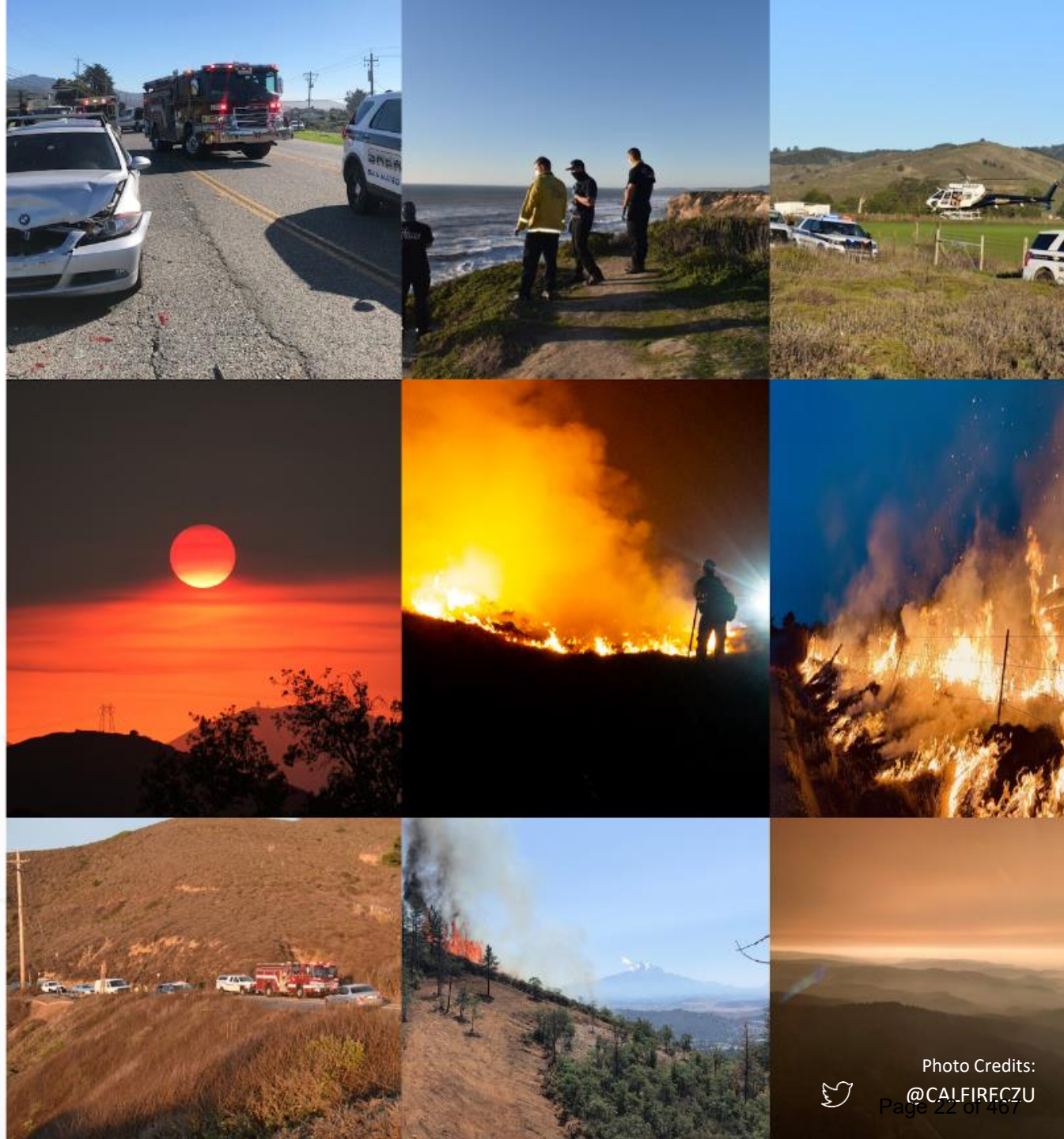
Check Zonehaven

Resident evacuate
(go bag)

Check on neighbors

**Are you ready to
accept the
challenge?**

Help us improve the
evacuation process.



CITY OF YUBA CITY

Public Communication

Members of the public may address the City Council on items of interest that are within the City's jurisdiction. Individuals addressing general comments are encouraged to limit their statements.

Procedure

You are welcome and encouraged to participate in this meeting. Complete a Speaker Card located in the lobby and give to the Clerk, public comment is taken on action items appearing on the Consent Calendar or Business Items on the Agenda when they are called. Public comment on any other items within the scope of the City's jurisdiction, including items not listed on the Agenda, will be considered at this time.

When a matter is announced, wait to be recognized by the Mayor to provide your comments to the Council. Comments should begin by providing your name and place of residence. A three minute limit is requested when addressing Council.

Request for additional time to address Council

Members of the public submitting written requests at least 24 hours prior to the meeting will be allotted 5 minutes to comment per speaker. Repetitive comments may be limited, and large groups are encouraged to select representatives to express the opinions of the group.

Procedure

When requesting to comment, please indicate your name and the topic and mail to:

City of Yuba City
Attn: City Clerk
1201 Civic Center Blvd
Yuba City CA 95993

Or email to:
Jackie Sillman, City Clerk
cityclerk@yubacity.net

CITY OF YUBA CITY
STAFF REPORT

Date: September 20, 2022
To: Honorable Mayor & Members of the City Council;
From: Administration Department
Presentation By: Ciara Wakefield, City Clerk Administrator

Summary

Subject: Minutes from the September 2 and 6, 2022 meetings
Recommendation: Approve the September 2 and 6, 2022 meeting minutes
Fiscal Impact: None

Attachments:

1. 09-02-22 Special Closed Session Minutes (DRAFT)
2. 09-06-22 - Regular Meeting Minutes (DRAFT)

Prepared By:
Ciara Wakefield
City Clerk Administrator

Submitted By:
Diana Langley
City Manager

ATTACHMENT 1

MINUTES (DRAFT)
SPECIAL MEETING
CITY COUNCIL - CITY OF YUBA CITY
SEPTEMBER 2, 2022
9:00 A.M. CLOSED SESSION
COUNCIL CHAMBERS

Call to Order

Mayor Shaw called the Special Meeting of the City Council to order at 9:04 AM

Roll Call

Present: Mayor Shaw and Councilmembers Boomgaarden, Espindola, Harris, and Kirchner

Absent: None

Closed Session

A. Conference With Legal Counsel—Anticipated Litigation

Significant exposure to litigation pursuant to paragraph (2) of Government Code Section 54956.9(d): (One case)

Existing facts and circumstances for closed session consist of the receipt of oral threat(s) of litigation by Piara Johl on June 21, 2022, during public comment (video available for inspection), and Tej Maan to the City Attorney

No public comment

Council moved into Closed Session

Adjournment

The Special Closed Session Meeting was adjourned by Mayor Shaw at 10:25 AM

Dave Shaw, Mayor

ATTEST:

Ciara Wakefield, Deputy City Clerk

ATTACHMENT 2

MINUTES (DRAFT)

**CITY COUNCIL – CITY OF YUBA CITY
6:00 P.M. REGULAR MEETING
COUNCIL CHAMBERS/VIRTUAL
SEPTEMBER 6, 2022**

Regular Meeting

The Regular Meeting of the City Council was called to order by Mayor Shaw at 6:00 PM

Roll Call:

Present: Mayor Shaw, Councilmembers Boomgaarden, Harris, Espindola, and Kirchner

Absent: None

Invocation/Inspiration

Pastor Dan Callaghan - FBC Yuba City, Sutter County Sheriff Chaplain

Pledge of Allegiance to the Flag

Councilmember Marc Boomgaarden

City Attorney's Report on Closed Session

No reportable action

Agenda Modifications/Approval of Agenda

No changes were made

Ceremonial Presentations

1. Hunger Awareness and Action Month Proclamation

Mayor Shaw presented a proclamation to Naomi Cabral, Executive Director, Yuba Sutter Foodbank

Public Communication

2. Appearance of Interested Citizens

Piara Johl spoke
Heather Esemann spoke

Consent Calendar

No public comments were received for Consent Calendar items 3-6

Councilmember Espindola moved and Councilmember Boomgaarden seconded the motion to:

3. Minutes from the August 9, 11, Special Meetings and the August 16 Regular Meeting

Approve the minutes of August 9, 11 and 16, 2022

4. Presentation of Investment Report for Quarter Ended June 30, 2022

Note and File Quarterly Investment Report

5. Electrical Stand-by Bargaining Unit Side Letters

A. Adopt **Resolution 22-131** approving Side Letters with the First Level Managers and Public Employees' Union, Local 1/AFSCME 57 bargaining units which establish the terms and requirements for the Electrical Division employees to serve and be paid for Electrical stand-by shifts

B. Authorize the Finance Director to make budget adjustments as necessary

6. WWTF Lift Station No. 2 Rehabilitation Equipment Purchase

Adopt **Resolution 22-132** awarding the purchase of three (3) Flygtbrand hard iron impeller pumps and associated parts to Shape, Incorporated of Pleasanton, CA in the amount of \$256,000 for the Lift Station No. 2 Rehabilitation Project, with the finding that it is in the best interest of the City

The motion was passed with a unanimous vote

Business Items

7. Yuba City Lighting and Landscape Maintenance District No. 5, Zone of Benefit C_10 (Henson Ranch – Phase 1)

Mayor Shaw opened a Public Hearing

No public comment

Mayor Shaw closed the Public Hearing

Vice-Mayor Kirchner moved and Councilmember Harris seconded the motion to:

B. Adopt **Resolution 22-133** confirming and ordering annexation of the parcel associated with the Henson Ranch – Phase 1 Development, APN 62-082-018 into the existing Yuba City Lighting and Landscape Maintenance District No. 5, Zone of Benefit C_10 and establishing a levy of assessments for the annexed territory

The motion was passed with a unanimous vote

8. Yuba City Lighting and Landscape Maintenance District No. 6, Zone of Benefit B_15 (769 Garden Highway)

Mayor Shaw opened a Public Hearing

No public comment

Mayor Shaw closed the Public Hearing

Vice-Mayor Kirchner moved and Councilmember Boomgaarden seconded the motion to:

B. Adopt **Resolution 22-134** confirming and ordering annexation of the parcel associated with the 769 Garden Highway Development, APN 53-400-080 into the existing Yuba City Lighting and Landscape Maintenance District No. 6, Zone of Benefit B_15 and establishing a levy of assessments for the annexed territory

The motion was passed with a unanimous vote

9. Revised Lateral Police Officer and Lateral Dispatcher Recruiting Incentive Program

Councilmember Harris moved and Councilmember Boomgaarden seconded the motion to:

Adopt **Resolution 22-135** authorizing a revised Lateral Officer and Lateral Dispatcher Recruiting Incentive Program

The motion was passed with a unanimous vote

10. Purchase of Lenco BearCat armored vehicle

Councilmember Espindola moved and Vice-Mayor Kirchner seconded the motion to:

A. Adopt **Resolution 22-136** authorizing the purchase of one (1) Lenco Bearcat from Lenco Industries Inc. of Pittsfield, MA, in the amount of \$326,584.63, with the finding that it is in the best interest of the City

B. Authorize the Finance Director to utilize Fiscal Year 22/23 Budget-approved one-time use funds from account 6610-69401 for the purchase of one (1) Lenco Bearcat in the amount of \$155,000. Authorize the Finance Director to utilize COPS grant funds from account 2180-69401 in the amount of \$171,848.63 for the remaining balance of the purchase price

The motion was passed with a unanimous vote

11. Donation and Facility Use Agreement between the City of Yuba City and Special Olympics Northern California, Inc.

Vice-Mayor Kirchner moved and Councilmember Harris seconded the motion to:

A. Adopt **Resolution 22-137** which authorizes the City Manager to execute a Donation and Facility Use Agreement between the City of Yuba City and Special Olympics Northern California Inc

B. Adopt **Resolution 22-138** approving the name of the proposed bocce ball courts, "Montna Bocce Ball Courts" per the Parks & Facilities Naming Policy for 20 years

The motion was passed with a unanimous vote

12. Rezone 22-01 to remove the X8 District Overlay located East of the Intersection of Sutter and Market Street

Mayor Shaw opened a Public Hearing

No public comment

Mayor Shaw closed the Public Hearing

Councilmember Harris moved and Councilmember Espindola seconded the motion to:

- B. Adopt **22-139** Resolution of the City Council to approve Environmental Assessment 22-02 by adopting an Initial Study and Negative Declaration prepared for Rezone 22-01, located east of the intersection of Sutter and Market Street; and
- C. Introduce **Ordinance 010-22** of the City Council rezoning Accessor's Parcel Numbers 51-550-029, -030, -040, -041, -042 and -043, located east of the intersection of Sutter and Market Street to remove the X8 District Overlay, and waive the first reading

The motion was passed with a unanimous vote

Future Agenda Items

13. Future Agenda Items

No suggestions

Reports and Communications

14. City Manager's Report

15. City Council Reports

- Councilmember Espindola
- Councilmember Harris
- Councilmember Boomgaarden
- Vice-Mayor Kirchner
- Mayor Shaw

Adjournment

Mayor Shaw adjourned the Regular Meeting of the City Council at 7:29 PM

Dave Shaw, Mayor

ATTEST:

Ciara Wakefield, Deputy City Clerk

CITY OF YUBA CITY
STAFF REPORT

Date: September 20, 2022
To: Honorable Mayor & Members of the City Council;
From: Fire Department
Presentation By: Jesse Alexander, Fire Chief

Summary

Subject: Acceptance of 2021 Assistance to Firefighter Grant

Recommendation: A. Adopt a Resolution authorizing the Fire Chief to accept the 2021 Assistance to Firefighters Grant in the amount of \$35,360.60

B. Authorize the Finance Director to make a supplemental budget appropriation for grant revenues to 100-43120 and grant expenditures to 2327-63404 in the amount of \$35,360.60, and transfer the 10% match from unallocated general funds

Fiscal Impact: \$35,360.60 total. \$32,146 in Federal funding, with the City providing a required 10% local match of \$3,214.60 coming from unallocated general funds.

Purpose:

Protect the health and safety of the public and firefighting personnel against fire and fire-related hazards by purchasing new structure firefighting nozzles for fire apparatus.

Council's Strategic Goal:

This purchase addresses the City Council's Public Safety Strategic Goal, by replacing old firefighter nozzles, in an effort to provide firefighter safety and increase operational effectiveness.

Background:

The Federal Department of Homeland Security has conducted its annual Assistance to Firefighters Grant (AFG) program since 2001. This program aims to enhance fire departments' abilities with respect to fire and fire-related hazards. Under the current program, Federal funds cover 90% of project-related costs, with the individual agency required to provide a 10% local match.

The Yuba City Fire Department applied under the 2021 Assistance to Firefighters Grant cycle and was awarded \$35,360.60 to purchase sixty-four nozzles of various sizes and thirteen shut-off valves.

Analysis:

The Yuba City Fire Department responds to various types of fires, including but not limited to residential, commercial, vehicle, flammable liquids/gases, and vegetation fires. To mitigate the hazards, fire apparatus pump water through hose lines to various nozzles, which vary depending on the complexity, size, or type of fire. A firefighter's nozzle is a primary tool for extinguishing fires. Therefore, these firefighter nozzles must be adequately working to protect firefighters engaged in interior firefighting under Immedialty Dangerous to Life or Health (IDLH) conditions.

The Fire Department requested funding from the Assistant to Firefighters Grant to purchase new nozzles to help us alleviate operational and maintenance problems we are currently experiencing with our nozzles. Despite our maintenance efforts, we are concerned that a nozzle failure at a fire scene will jeopardize the safety of our personnel or residents on-site, negatively impacting our suppression efforts and, unavoidably, increasing our liability exposure. In addition, these nozzles will allow us to standardize nozzles and training across all of our first-out apparatus. This will provide consistency with firefighter nozzle techniques and allow the correct nozzle for the right type of incident.

Fiscal Impact:

\$35,360.60 total. \$32,146 in Federal funding, with the City providing a required 10% local match of \$3,214.60 coming from unallocated general funds. All grant-related purchases will comply with the City's bidding and purchasing policy requirements.

Alternatives:

Do not adopt the Resolution accepting the award.

Recommendation:

A. Adopt a Resolution authorizing the Fire Chief to accept the 2021 Assistance to Firefighters Grant in the amount of \$35,360.60

B. Authorize the Finance Director to make a supplemental budget appropriation for grant revenues to 100-43120 and grant expenditures to 2327-63404 in the amount of \$35,360.60 and transfer the 10% match from unallocated general funds.

Attachments:

1. 2021 AFG Nozzles Grant Resolution

Prepared By:

Jesse Alexander
Fire Chief

Submitted By:

Diana Langley
City Manager

ATTACHMENT 1

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY
AUTHORIZING RECEIPT, ALLOCATION AND EXPENDITURE, OF A GRANT FROM THE
2021 ASSISTANCE TO FIREFIGHTERS GRANT PROGRAM AND APPROVAL OF A
REVENUE ADJUSTMENT TO THE FIRE DEPARTMENT BUDGET**

WHEREAS, the Federal Department of Homeland Security has conducted its annual Assistance to Firefighters Grant (AFG) program since 2001; and

WHEREAS, the goal of this program is to enhance fire departments' abilities with respect to fire and fire-related hazards; and

WHEREAS, under the current program, Federal funds cover 90% of project related costs, with the individual agency required to provide a 10% local match; and

WHEREAS, the Yuba City Fire Department submitted an application under the 2021 Assistance to Firefighters Grant cycle and has been awarded \$35,360.60 for the replacement of the Department's firefighting nozzles; and

WHEREAS, the City Council desires to accept the grant, make the necessary budget adjustments to ensure the City's matching funds, and authorize the Fire Chief to execute any necessary contracts or documents to effectuate the award of the grant funds.

NOW, THEREFORE, be it resolved by the City Council of the City of Yuba City as follows:

Section 1. The above recitals are true and correct, and are hereby incorporated herein by this reference.

Section 2. The City Council hereby accepts the award of the 2021 Assistance to Firefighters Grant of \$35,360.60. The City Manager, or designee, is authorized to execute any contracts or other documents on behalf of Yuba City necessary to effectuate acceptance of the grant funds, subject to approval as to legal form by the City Attorney.

Section 3. The City Council approves a supplemental budget appropriation for grant revenues to 100-43120 and grant expenditures to 2327-63404 in the amount of \$35,360.60, and transfer the 10% match from unallocated general funds.

The foregoing resolution was duly and regularly introduced, passed, and adopted by the City Council of the City of Yuba City at a regular meeting thereof held on the 20st day of September 2022.

AYES:

NOES:

ABSENT:

Dave Shaw, Mayor

ATTEST:

Ciara Wakefield, Deputy City Clerk

APPROVED AS TO FORM
COUNSEL FOR YUBA CITY

Shannon L. Chaffin, City Attorney
Aleshire & Wynder, LLP

CITY OF YUBA CITY
STAFF REPORT

Date: September 20, 2022
To: Honorable Mayor & Members of the City Council;
From: Development Services Department
Presentation By: Ben Moody, Public Works & Development Services Director

Summary

Subject: Rezone 22-01 to remove the X8 District Overlay located East of the Intersection of Sutter and Market Street

Recommendation: Adopt an Ordinance of the City Council rezoning Accessor's Parcel Numbers 51-550-029, -030, -040, -041, -042-and -043, located east of the intersection of Sutter and Market Street to remove the X8 District Overlay, and waive the second reading

Fiscal Impact: The costs for processing the land use entitlements are funded by the project applicant.

Purpose:

To update the Zoning Code to remove the X8 District Overlay on the subject parcels to coincide with current policies.

Council's Strategic Goals:

This item meets the City Council's strategic goal of: business friendly. Removing the X District Overlay removes outdated requirements and aligns with current policies.

Background:

The applicant has filed an application to remove the X8 District Overlay from the existing Ampla Health site located at 935 Market Street. The X8 District Overlay zone required a roundabout at Market Street and Del Norte Ave, however, currently the Public Works Department and the new Traffic Study do not support a roundabout in that location.

The site is designated in the General Plan as Office & Office Park. Medical Offices are consistent with that designation. The property is within the Office Commercial District (C-O) with an X8 Combining District (C-O X8). The proposed zoning change is consistent with the General Plan designation and current use of the site.

The site is surrounded by single and multiple-family residences, an office park, commercial and industrial uses. The proposed removal of the X8 overlay does not negatively affect the neighbors in accordance with the Traffic Study. These lands were evaluated and approved for Office & Office Park

development as part of the adoption of the current General Plan.

On July 27, 2022, the Planning Commission considered the rezone application to remove the X8 District Overlay on the subject parcels and Environmental Assessment 22-02. By a vote of 4 to 0, the Planning Commission recommended that the City Council certify Environmental Assessment 22-02 prepared by adopting a Negative Declaration, and approve Rezone 22-01.

On September 6, 2022 the Ordinance was introduced at the regular City Council meeting, and a Resolution that adopted a Negative Declaration for the project was approved by a vote of 5-0.

Analysis:

The traffic study completed for the project concluded that a roundabout was not necessary at the location established by the overlay zone, and identified several improvements that may be implemented at the time of future development of the site in order to mitigate traffic related concerns. These recommended improvements have been reviewed by the Public Works Director, and will be considered for implementation at the time of future development on the site.

All City services, including water, sewer, and storm-water drainage (a combination of City and Sutter County Water Agency) are available to this site.

Rezone 22-01 Findings:

Based upon analysis of the Rezone application, staff recommends the City Council find that Rezoning 22-01 i) is consistent with the General Plan goals and policies; ii) is consistent with the purpose of the zoning ordinance to promote and protect the public's health, safety, peace, comfort, convenience and general welfare; and iii) the Project would provide open space, light, air, privacy, convenience of access, aesthetic values, protection of environmental values, and protection of public and private improvements. Among others:

- a. The proposed project to remove the X8 Overlay District from the designated APNs in and of itself would not create a significant hazard to the public or the environment.
- b. The site is physically suited for the density of future development as the maximum Floor Area Ratio for Office & Office Park is 1.0.
- c. The site is physically suited for the type of future development as the subject parcels are designated Office & Office Park. This classification includes neighborhood, community, and downtown offices as well as office development in a low-intensity, campus-like setting. Future development will expand the number of office buildings after the removal of the X8 Combining Zone. The alternative site that has been identified for the installation of a single-lane roundabout is suitable for the type of improvements necessary to accommodate traffic demand and vehicular movements associated with the planned expansion of the facility.
- d. The design of any future improvements related to the project is not likely to cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat.
- e. The removal of the X8 Combining District is not likely to cause serious public health problems. Future development will be connected to City water, wastewater and storm drainage systems.
- f. The removal of the roundabout designated by the X8 Combining District will not conflict with easements acquired by the public at large for access through or use of the intersection of Market Street and Del Norte Avenue.
- g. The Project will allow for the creation of quality balanced neighborhoods that provide employment options for the City.
- h. The Project will continue to provide a framework for maintaining the integrity of surrounding business and residential neighborhoods by providing connections where necessary and continuing development in a visually compatible manner.
- i. The Project is consistent with General Plan goals and policies including: 3.8-I-4, to ensure that

neighborhood retail centers and commercial service buildings are compatible with the surrounding neighborhood and with adjacent travel corridors; 5.2-G-7, to maximize the carrying capacity of arterial roadways by controlling the number of intersections and driveways, prohibiting residential access, and requiring sufficient off-street parking to meet the needs of each project; Chapter 4.4 Connections & Corridors, Neighborhood Connectivity, to connect neighborhoods to local shopping districts and activity centers, and to provide accessibility to major urban amenities, parks, open space, and Downtown, and to the regional highway system in accordance with the new street system and hierarchy discussed in Chapter 5, Transportation.

Fiscal Impact:

The costs for processing the land use entitlements are funded by the project applicant. There are no additional financial impacts on the City in relation to the removal of the X8 District Overlay. Traffic mitigation associated with future development will be required by the developer as determined for future impacts.

Alternatives:

1. Deny the application for Rezone 22-01
2. Provide staff with alternative direction

Recommended Action:

Adopt an Ordinance of the City Council Rezoning 22-01, located east of the intersection of Sutter and Market Street to remove the X8 District Overlay and waive the second reading.

Attachments:

1. Ordinance RZ 22-01

Prepared By:
Jaspreet Kaur
Associate Planner

Submitted By:
Diana Langley
City Manager

ATTACHMENT 1

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF YUBA CITY
REZONE 22-01 FOR THE AMPLA HEATH SITE (LOCATED NORTH OF
STATE ROUTE 20 ON PARCELS EAST OF THE INTERSECTION OF SUTTER
STREET AND DEL NORTE AVENUE, APNS: 51-550-029, 51-550-030, 51-550-
040, 51-550-041, 51-550-042, and 51-550-043).**

WHEREAS, Ampla Health, has filed to Rezone six parcels east of the intersection of Sutter Street and Del Norte Avenue that are zoned Office Commercial District with Combining District X8 to Office Commercial District, removing the Combining District X8; and

WHEREAS, as a result the following entitlement is being considered for approval:

- Rezone 22-01; and

WHEREAS, pursuant to the authority and criteria contained in the California Environmental Quality Act of 1970 ("CEQA"), the City, as the Lead Agency, has analyzed the proposed Project and has prepared an Initial Study and Negative Declaration (Environmental Assessment 22-02) for the Project; and

WHEREAS, on July 27, 2022, the Planning Commission conducted a duly noticed public hearing on Rezone 22-01, at which time it received input from City Staff, the applicant; public comment portion was opened, and public testimony and evidence, both written and oral, was considered by the Planning Commission, after which public testimony was closed; and

WHEREAS, the Planning Commission has reviewed all associated documents prepared for the project, including that related to Rezone 22-01, and all of the evidence received by the Planning Commission; and

WHEREAS, after deliberation and consideration of all relevant items, the Planning Commission desired to recommend the City Council adopt an ordinance approving Rezone 22-01; and

WHEREAS, on September 6, 2022 the City Council conducted a duly noticed public hearing on the project, at which time it received input from City Staff and the developer; public comment portion was opened, and public testimony and evidence, both written and oral, was considered by the City Council, after which public testimony was closed and this ordinance introduced.

NOW, THEREFORE, the City Council of the City of Yuba City does ordain as follows:

1. Recitals. The City Council hereby specifically finds that all of the facts set forth in the recitals above are true and correct and incorporated herein.
2. CEQA Finding. An initial study was prepared for this project and the City Council approved a negative declaration on September 6, 2022. There have been no material changes in circumstances since that date. As such, this project has been fully assessed under the California Environmental Quality Act (CEQA), and no further analysis is required.

3. Rezoning Findings: The City Council finds that Rezoning 22-01 is consistent with the General Plan. The City Council finds that Rezoning 22-01 i) is consistent with the General Plan goals and policies as both are amended; ii) is consistent with the purpose of the zoning ordinance to promote and protect the public's health, safety, peace, comfort, convenience and general welfare; and iii) the Project would provide open space, light, air, privacy, convenience of access, aesthetic values, protection of environmental values, and protection of public and private improvements. Among others:
- a. The proposed project to remove the X8 Overlay District from the designated APNs in and of itself would not create a significant hazard to the public or the environment.
 - b. The site is physically suited for the density of future development as the maximum Floor Area Ratio for Office & Office Park is 1.0.
 - c. The site is physically suited for the type of future development as the subject parcels are designated Office & Office Park. This classification includes neighborhood, community, and downtown offices as well as office development in a low-intensity, campus-like setting. Future development will expand the number of office buildings after the removal of the X8 Combining Zone. The alternative site that has been identified for the installation of a single-lane roundabout is suitable for the type of improvements necessary to accommodate traffic demand and vehicular movements associated with the planned expansion of the facility.
 - d. The design of any future improvements related to the project is not likely to cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat.
 - e. The removal of the X8 Combining District is not likely to cause serious public health problems. Future development will be connected to City water, wastewater and storm drainage systems.
 - f. The removal of the roundabout designated by the X8 Combining District will not conflict with easements acquired by the public at large for access through or use of the intersection of Market Street and Del Norte Avenue.
 - g. The Project will allow for the creation of quality balanced neighborhoods that provide employment options for the City.
 - h. The Project will continue to provide a framework for maintaining the integrity of surrounding business and residential neighborhoods by providing connections where necessary and continuing development in a visually compatible manner.
 - i. The Project is consistent with General Plan goals and policies including: 3.8-I-4, to ensure that neighborhood retail centers and commercial service buildings are compatible with the surrounding neighborhood and with adjacent travel corridors; 5.2-G-7, to maximize the carrying capacity of arterial roadways by controlling the number of intersections and driveways, prohibiting residential access, and requiring sufficient off-street parking to meet the needs of each project; Chapter 4.4 Connections & Corridors, Neighborhood Connectivity, to connect neighborhoods to local shopping districts and activity centers, and to provide accessibility to major urban amenities, parks, open space, and Downtown, and to the regional highway system in accordance with the new street system and hierarchy discussed in Chapter 5, Transportation.
4. Approval of Rezoning 22-01: Based on the information provided above, the City Council of Yuba City adopts an uncoded ordinance approving Rezoning 22-01 and reclassify the zone district for those districts as depicted in Exhibit "A," as shown on the zoning map of the City of Yuba City from Office Commercial (C-O) with Combining District X8 (C-O X8) to

Office-Commercial (C-O), and associated refinements of existing zoned district map boundaries as depicted in Exhibit "A."

5. Severability. If any section, subsection, sentence, clause, phrase, or portion of this ordinance is, for any reason, held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance. The City Council hereby declares that it would have adopted this ordinance and each section, subsection, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases, or portions thereof may be declared invalid or unconstitutional.
6. Publication. The City Clerk shall certify to the adoption of this Ordinance and cause it to be published, in accordance with Government Code, Section 36933, or as otherwise required by law.
7. Effective Date of Resolution. This ordinance shall take effect and be in full force and effect from and after thirty (30) days after its final passage and adoption.

I HEREBY CERTIFY that the foregoing Ordinance was introduced by the City Council after waiving reading, except by Title, at a regular meeting thereof held on the 6th day of September 2022, and adopted the Ordinance after the second reading at a regular meeting held on the 20th day of September 2022, by the following vote:

Ayes:

Noes:

Absent:

Recused:

CITY OF YUBA CITY

Dave Shaw, Mayor

ATTEST:

Ciara Wakefield, Deputy City Clerk

APPROVED AS TO FORM:

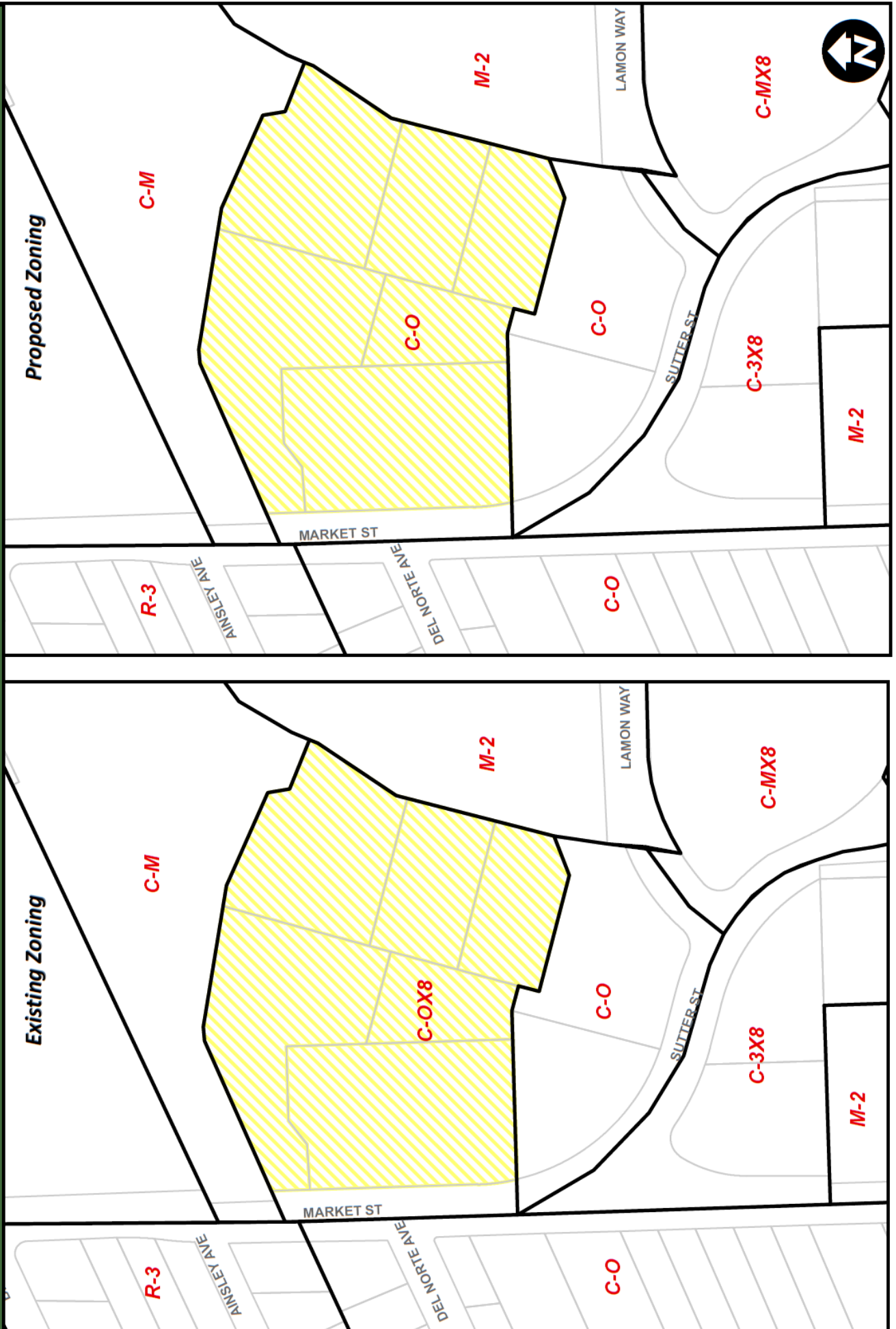
Shannon L. Chaffin, City Attorney
Aleshire & Wynder, LLP

Exhibit A: Rezone 22-01

I, _____, Deputy City Clerk of the City of Yuba City, California,
DO HEREBY CERTIFY that the foregoing is a true and accurate copy of the Ordinance passed
and adopted by the City Council of the City of Yuba City on the date and by the vote indicated
herein.

EXHIBIT A

Ampla Health Rezone (RZ) 22-01 Zoning Map



CITY OF YUBA CITY
STAFF REPORT

Date: September 20, 2022
To: Honorable Mayor & Members of the City Council;
From: Development Services Department
Presentation By: Ben Moody, Public Works & Development Services Director

Summary

Subject: City Housing Loan Programs Administration - Agreement with Habitat for Humanity

Recommendation: Adopt a Resolution authorizing the City Manager to enter into the Subrecipient Agreement with Habitat for Humanity Yuba/Sutter for the administration of the City's housing loan programs with the finding that entering into the Agreement is in the best interest of the City

Fiscal Impact: \$75/hour up to \$12,500 to be used for general administration. A maximum of 21% of available program funds (depending on the loan fund) to be used for activity delivery costs. A total of \$153,324 available for general administration and activity delivery costs, should all available funds be loaned out.

Purpose:

To authorize the City Manager to enter into a Subrecipient Agreement with Habitat for Humanity Yuba/Sutter for the administration of the City's housing loan programs.

Council's Strategic Goal:

This item addresses Council's goal of infrastructure in that it utilizes the existing loan funds that the City has obtained.

Background:

The City has been a recipient of HOME Investment Partnership Program (HOME), CalHome Funding, and Community Development Block Grant Program (CDBG) funding for several years. These funds have allowed the City to operate two housing loan programs for Yuba City residents; the First-Time Homebuyer (FTHB) loan program and Owner-Occupied Housing Rehabilitation (OOR) loans. These programs provide an option for income-qualified homebuyers and homeowners to obtain low-interest loans for purchasing or rehabilitating affordable permanent housing.

Historically, the Regional Housing Authority acted as the administrator for these City housing loan programs, however, in January 2022, the Regional Housing authority notified the City that they would no longer be providing housing loan program services. The City's FTHB and OOR programs have been on hold since that change, while staff worked to find a new administrator for these programs.

With current housing market costs, specific state and federal guidelines, utilizing loan funds and identifying a new program administrator has proved difficult.

Analysis:

Habitat for Humanity Yuba/Sutter (Habitat) expressed interest in taking on the role as the new administrator of the City's loan programs. Habitat currently acts as the administrator for several surrounding jurisdictions' loan programs and has also hired staff that has experience and familiarity with the City's housing loan programs.

Habitat has had discussions with City Staff and has drafted a Subrecipient Agreement that outlines the amount of funding available for program activity delivery, as well as general administration. These amounts are set by State and Federal regulations on how much of the program funding can be used for the administration of the loan programs. The administration of the City's loan programs that Habitat would perform includes; marketing the loan programs, application intake and screening, inspections of units, ensuring loan and City program policy requirements are met, and the management of property owners and contractors.

The proposed Agreement term will expire on December 31, 2024, at which time, both parties have the option to extend the Agreement for an additional three (3) years with updated loan fund balances, with mutual agreement.

Fiscal Impact:

The Subrecipient Agreement outlines a total of approximately \$922,000 in program funds available for housing loans with a maximum of \$153,324 of those existing loan funds being available for reimbursement costs associated with the administration of the loan programs, (should all available funds be loaned out). These numbers are based on existing fund balances and the maximum percentages that State or Federal loan program regulations allow to be used for administration. Funds paid to Habitat will come directly from the loan program balances, with the applicable Activity Delivery funds only being reimbursable after the successful delivery of a loan.

Line Items	HOME General Admin	HOME Activity Delivery	CalHome Activity Delivery	CDBG Activity Delivery	Total Budget
HOME Housing Rehabilitation Program Mgmt. (\$201,446 Activity Budget)	\$6,250	\$42,304	N/A	N/A	\$48,554
HOME Homeownership Assistance Program Mgmt. (\$227,804 Activity Budget)	\$6,250	\$14,807	N/A	N/A	\$21,057
CalHome 2006 & 2011 (Reuse funds) - Housing Rehabilitation Program Mgmt. (\$331,198 Activity Budget)	N/A	N/A	\$49,679	N/A	\$49,679
CDBG (Program Income) - Housing Rehabilitation Program Mgmt. (\$162,071 Activity Budget)	N/A	N/A	N/A	\$34,034	\$34,034
TOTAL	\$12,500	\$57,111	\$49,679	\$34,034	\$153,324

The existing \$12,500 for HOME general administration is the amount left for the term of that grant. However, 10% of program income balances (beyond the grant term) can be used for general administration. This comes from loan payoffs and payments. Activity delivery costs can be reimbursed once staff time turns into a funded project. The City holds 3% of the total 24% allowable activity delivery funds to account for any failed applications.

CDBG allows for 17% of program income to be used for general administration and CalHOME Reuse funds allow 15% of program income to be used for activity delivery, but does not have general administration funds.

To summarize costs; \$75/hour up to \$12,500 can be used for general administration with a maximum of 21% for HOME loan program funds, 17% for CDBG, and/or 15% CalHOME loan program funds to be used for activity delivery costs, when staff time is used for a funded loan project, to be paid to Habitat for Humanity from existing loan balances.

Alternatives:

Do not authorize the City Manager to enter into the proposed Subrecipient Agreement with Habitat for Humanity Yuba/Sutter and provide directions for proceeding with the City's housing loan program administration.

Recommendation:

Adopt a Resolution authorizing the City Manager to enter into the Subrecipient Agreement with Habitat for Humanity Yuba/Sutter for the administration of the City's housing loan programs with the finding that entering into the Agreement is in the best interest of the City

Attachments:

1. Attachment 1 - Subrecipient Agreement with Habitat for Humanity for City Housing Loan Program Administration
2. Attachment 2 - Resolution Authorizing the City Manager to Enter into Subrecipient Agreement with Habitat for Humanity Yuba/Sutter

Prepared By:
Shannon Jones
Administrative Analyst

Submitted By:
Diana Langley
City Manager

SUBRECIPIENT AGREEMENT BETWEEN THE CITY OF YUBA CITY AND HABITAT FOR HUMANITY YUBA/SUTTER

This subrecipient agreement (the “**Agreement**”) is made and entered into as of the date of execution by both parties evidenced by the later of the dated signatures hereto, by and between the **CITY OF YUBA CITY, a government instrumentality**, whose address is 1201 Civic Center Blvd., Yuba City, CA 95993 (the “**CITY**”), and **HABITAT FOR HUMANITY YUBA/SUTTER, a nonprofit corporation**, having its principal office at 202 D Street, Marysville, CA 95901 (the “**Program Operator**”).

WHEREAS, the **CITY** has entered into a Standard Agreement No. **18-HOME-12598**, referred to as STANDARD AGREEMENT, to receive funding from the HOME Investment Partnerships Program, referred to as HOME, from the State of California, Department of Housing and Community Development, referred to as HCD, to finance the City of Yuba City Housing Rehabilitation Program, referred to as PROGRAM; and

WHEREAS, the **CITY** also utilizes funds available through Community Development Block Grant (CDBG) Entitlement (Program Income funds available) and CalHome (Reuse funds available) to finance the PROGRAMS; and

WHEREAS, among the eligible uses of HOME, CDBG, and CalHOME is the provision of Owner-Occupied Housing Rehabilitation Assistance and/or Homeownership Assistance; and

WHEREAS, the purpose of the HOME, CDBG, and CalHome Program Owner-Occupied Housing Rehabilitation Assistance is to increase the supply of decent, safe, sanitary, and affordable housing for households with combined incomes at or below 80% of the area median income adjusted per household size; and

WHEREAS, the **CITY** has entered into a contractual relationship with the California Department of Housing and Community Development (“HCD”) to administer one or more HCD-funded housing rehabilitation programs. The rehabilitation program described herein and hereinafter referred to as the “Program” is designed to provide assistance to eligible homeowners for correction of health and safety items, as well as code violations, located within the Program’s eligible area. The Program provides this assistance in the form of deferred payment loans used to finance the cost of necessary repairs that will provide the homeowner with a healthy, safe, sanitary and code compliant home, referred to herein as “housing unit”. The Program will be administered by HABITAT FOR HUMANITY YUBA/SUTTER; and

WHEREAS, the CITY has identified HABITAT FOR HUMANITY YUBA/SUTTER as an eligible “Program Operator” (as such term is defined in 24 CFR 92.2) capable of administering the Program on behalf of the CITY; and

WHEREAS, the CITY COUNCIL approved RESOLUTION_____ approving the Program Operator for the purpose of establishing and operating the Program; and

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements and covenants set forth herein, the CITY and Program Operator do agree, for themselves and for their respective successors and assigns, as follows:

SECTION 1: GENERAL PROGRAM DESCRIPTION; ROLES & RESPONSIBILITIES

1.1 Program Description:

As further described herein and in the City of Yuba City’s Housing Rehabilitation Program Guidelines, the PROGRAM is designed to provide assistance to eligible homeowners for correction of health and safety items, as well as code violations, located within the Program’s eligible area. The Program provides this assistance in the form of deferred payment loans used to finance the cost of necessary repairs that will provide the homeowner with a healthy, safe, sanitary and code compliant home.

1.2 CITY Role & Responsibilities

The CITY is responsible for the operation of the Program and compliance with applicable federal requirements, including the HOME requirements outlined in 24 CFR part 92,. This will include, but not be limited to, the following:

1.2.1 Program Design

Furnishing the Program Operator with the Program Guidelines and any other Program requirements, including any future changes to HOME regulations or HOME Program guidance issued by HUD;

1.2.2 Environmental Review

Completing necessary environmental reviews and/or determinations pursuant to 24 CFR 92.352 and 24 CFR 58;

1.2.3 Reporting to HCD

Preparing and submitting reports to HCD including but not limited to Project Set-up and Completion, Quarterly Performance, Quarterly PI, Administrative Draw Down Requests, and Annual Performance Report;

1.2.4 Program Operator Monitoring

Completing remote and on-site monitoring reviews of the Program Operator's operation of the Program.

1.3 Program Operator Role & Responsibilities

In addition to the responsibilities listed in **Exhibit A**, Program Operator is responsible for the routine implementation of the Program, including interaction with applicants to the Program and Contractors. In all cases, Program Operator will implement the program in compliance with the CITY's Program Guidelines and all applicable federal requirements. In no case will the Program Operator be considered the "responsible entity" for environmental reviews required under 24 CFR 58. In its role, Program Operator will:

1.3.1 Marketing

Market and advertise the Program pursuant to the CITY's affirmative marketing plan, in accordance with the requirements in 24 CFR 92.351, including the requirements to (i) identify those portions of the population of the CITY that are least likely to apply, (ii) establish specific marketing actions (e.g. advertising in specialty publications, native languages, etc.) intended to reach such populations, and (iii) maintain records of the results of such activities;

1.3.2 Application Intake

Develop needed application materials and establish and implement an application process in accordance with the CITY's Program Guidelines;

1.3.3 Screening

Review individual applications, including income determinations, in accordance with the CITY's Program Guidelines and the HOME requirements in 24 CFR part 92 to establish applicants' eligibility for the Program and notify applicants of their status;

1.3.4 Inspections

In accordance with the CITY's Program Guidelines, inspect units to ensure that such units meet the Program's property standards, including but not limited to conducting visual assessments of potential lead-based paint hazards in any properties constructed prior to 1978 in accordance with 24 CFR part 35;

1.3.5 Program Policies

Apply the CITY's Program Guidelines, including any updates thereto provided by the CITY pursuant to the notice provisions in Section 5.2 of this Agreement, ensuring that housing rehabilitation projects meet all HOME and Program requirements;

1.3.6 Management of Contractors and Property Owners

During the term of a contract between Contractor and property owner, address questions, concerns, or disputes between Contractors and property owners, provide clarifications of Program Guidelines, federal, and HOME requirements, and otherwise work with Contractors and owners to ensure effective and compliant delivery of assistance.

SECTION 2: USE AND DISBURSEMENT OF HOME FUNDS

2.1 HOME, CDBG & CalHOME Budget

As part of this Agreement, the CITY is providing up to \$429,250 in HOME funding for project expenses (i.e., direct costs of assisting homeowners), up to \$12,500 in HOME funding for allowable administrative expenses, and \$57,111 in HOME funding for activity delivery. The City is also providing \$331,198 in CalHOME Reuse funds for project expenses with \$49,679 available for activity delivery, and \$162,071 in CDBG Program Income funds for project expenses with \$34,034 available for activity delivery.

2.1.1 ITEMIZED BUDGET

The following line item budget is the basis for determining the amount of PROGRAM OPERATOR costs eligible for reimbursement by CITY. (See SCOPE OF WORK, Exhibit A, for a description of each reimbursable activity.)

Line Items	HOME General Admin	HOME Activity Delivery	CalHome Activity Delivery	CDBG Activity Delivery	Total Budget
HOME Housing Rehabilitation Program Mgmt. (\$201,446 Activity Budget)	\$6,250	\$42,304	N/A	N/A	\$48,554
HOME Homeownership Assistance Program Mgmt. (\$227,804 Activity Budget)	\$6,250	\$14,807	N/A	N/A	\$21,057
CalHome 2006 & 2011 (Reuse funds) - Housing Rehabilitation Program Mgmt. (\$331,198 Activity Budget)	N/A	N/A	\$49,679	N/A	\$49,679
CDBG (Program Income) - Housing Rehabilitation Program Mgmt. (\$162,071 Activity Budget)	N/A	N/A	N/A	\$34,034	\$34,034
TOTAL	\$12,500	\$57,111	\$49,679	\$34,034	\$153,324

Total budget amounts for are based on a maximum 21% of the Housing Rehabilitation Activity Budget for HOME and CDBG, a maximum of 15% of the Housing Rehabilitation Activity Budget for CalHOME, \$12,500 total Home General Administration expenses for Housing Rehabilitation and Homeownership Assistance, and a maximum 6.5% of the HOME Homeownership Assistance

Subrecipient Agreement

City of Yuba City and

Habitat for Humanity Yuba /Sutter

Activity Budget. HOME Loan Portfolio Management services will be billed at a cost of no more than \$75 per hour and will be paid from General Administration.

HOME Program Income that is required to be expended prior to drawdown of open grant funds will be reimbursed by CITY to PROGRAM OPERATOR up to a maximum of 21% of the HOME Program Income loan amount.

Each invoice submitted to CITY by the PROGRAM OPERATOR must include the following:

1. Running total of expenditures to date by line item for HOME, CDBG, and CalHOME compensable services.
2. Documentation of services provided or expenditures, including copies of invoices, contracts, receipts, bills, time sheets, or other references documenting the charges billed to the CITY or incurred by PROGRAM OPERATOR.

2.1.2 BUDGET ADJUSTMENTS

A budget adjustment is defined as a change in value for reimbursable line items without a change in the dollar value for reimbursable services rendered by PROGRAM OPERATOR. CITY may consider PROGRAM OPERATOR budget adjustments after submittal of a formal proposal, including the following documentation:

- a) Progress report outlining expenditures, milestones achieved to date and an outstanding balance;
- b) Proposed budget outlining projected costs for the entire duration of the contract, highlighting where actual costs are expected to differ from the original budget;
- c) Explanations and justifications for changes in each line item; and
- d) Plan outlining expected uses of additional funds received.

2.1.3 BUDGET AMENDMENTS

A budget amendment is defined as a change in value for reimbursable line items and a change in the dollar value for reimbursable services rendered by PROGRAM OPERATOR. CITY may consider PROGRAM OPERATOR budget amendments after submittal of a formal proposal, including the same documentation required for a budget adjustment as listed above; however, a budget amendment also requires a formal contract amendment approved in a resolution by the CITY.

2.1.4 CHARGE RATE SCHEDULE

PROGRAM OPERATOR will request reimbursement for this agreement based on an actual cost for actual work basis. Reasonableness, allowability and allocability of costs not to exceed the budget noted above.

2.2 Term

This Agreement shall become effective upon the execution of this Agreement by the City of Yuba City and shall expire on **December 31, 2024**. The term of this Agreement may be extended up to an additional three years by mutual agreement of the City and Program Operator.

All **HOME approved project funds** must be expended by **February 2, 2023, or by Housing and Community Development's approved extension date**. The Program Operator shall have until **February 25, 2023** to make final requests for reimbursement. The deadline to submit all Drawdown Requests as defined by the STANDARD AGREEMENT (Exhibit C) between the City of Yuba City and Housing and Community Development is **April 2, 2023**, per Exhibit A , Section 5 of the **Standard Agreement 18-HOME-12598**.

2.3 Anticipated Production

The CITY and Program Operator anticipate at least 6 households will receive assistance from HOME Funds, 6 households from CalHOME Funds, and 3 households from CDBG Funds under this Agreement.

2.4 Project Completion Deadlines

The Program Operator must provide the CITY with all necessary project information. All **HOME** approved project funds must be expended by **February 2, 2023**. All **CDBG** and **CalHOME** funds must be expended by **December 31, 2024**.

2.5 Program Income

CITY and Program Operator acknowledge and agree that if any "**Program Income**," as defined in 24 CFR 92.2, is received by the Program Operator, Program Operator will promptly remit Program Income to the CITY.

2.6 Disbursement of Funds

Program Operator must remit disbursement requests (or, in the case where no reimbursement is due, a report explaining inactivity) at least quarterly and may request payments no more than once per month. In all cases, Program Operator is prohibited from requesting HOME funds from the CITY until such funds are needed to pay HOME-eligible costs. Requests for disbursements are limited to the amount needed at the time of such request.

2.6.1 Reimbursement Basis

The CITY will provide HOME funds to the Program Operator for Program costs on a reimbursement basis only.

2.6.2 Project Costs

Program Operator will submit a request for funds to the City for housing rehabilitation costs.

All requests for project-specific soft costs must be supported by (i) time-sheet documentation for any costs associated with Program Operator staff, (ii) invoices for any third-party costs, and/or (iii) other source documentation (e.g. receipts and mileage logs for travel expenses, etc.).

2.6.3 Administrative Costs

Requests for payment of eligible administrative costs must be supported by time-sheet documentation for any costs associated with Program Operator staff, invoices for any third-party costs, and/or other similar documentation.

2.6.4 Final Payment

Program Operator shall submit a final payment request by December 3, 2024.

SECTION 3: ADMINISTRATIVE AND PROGRAM REQUIREMENTS

3.1 Applicability of Uniform Administrative Requirements

In performing under this Agreement, the requirements of 2 CFR part 200 apply to the Program Operator, except for the following provisions: §200.306, §200.307, §200.311 (except as provided in 24 CFR 92.257), §200.312, §200.329, §200.333, and §200.334. The provisions of 2 CFR 200.305 apply as modified by 24 CFR 92.502(c). If there is a conflict between definitions in 2 CFR 200 and 24 CFR part 92, the definitions in 24 CFR part 92 govern. While not intended to be an exhaustive list, Program Operator acknowledges that the requirements of 2 CFR 200 include, inter alia, compliance with:

3.1.1 Procurement

Standards and procedures consistent with 2 CFR 200.318 through 200.326 related to the procurement of property or services with HOME funds;

3.1.2 Audit

The requirement under 2 CFR 200.501 that the Program Operator must obtain a single- or program-specific audit if, during any given Program Operator fiscal year, Program Operator expends more than \$750,000 in federal funds;

3.1.3 Cost Principles

The cost principles included in 2 CFR 200 Subpart F, including that any costs charged to HOME be supported by adequate documentation, allocable to the program, necessary, and reasonable.

3.2 Administrative Funding

Within the funding limit provided in Section 2.1, Program Operator may use HOME funds for administrative expenses associated with operating the Program. Eligible administrative costs include costs associated with activities described in the general management oversight and coordination requirements at 24 CFR 92.207(a) to the extent that such activities are allowable under this Agreement. These include, but may not be limited to, costs associated with coordinating and overseeing the Program; advertising and promoting the Program, including affirmatively marketing the Program pursuant to the requirements of 24 CFR 92.351; maintaining appropriate Program records, including financial records, and submitting progress, financial, and other reporting to the CITY; taking applications, conducting intake interviews, and otherwise processing applications that do not proceed; and conducting required unit inspections.

3.2.1 Treatment of Income Determination and Inspection Costs

Pursuant to 24 CFR 92.206, the Program Operator may also use HOME project funding for its project-specific soft costs associated with determining the income eligibility and completing property inspections of homes.

Alternatively, the costs associated with determining the income eligibility and completing property inspections of, may be charged as an administrative cost, provided that in no case may a single item of cost be charged both as an administrative expense and as a project-related soft cost as provided for herein.

3.3 Reversion of Assets

Upon receipt of the final payment by the CITY under this Agreement and after payment by the Program Operator of any final eligible costs under this Agreement, the Program Operator must transfer to the CITY any remaining HOME funds on hand and any accounts receivable attributable to the use of HOME funds to the CITY.

3.4 Compliance with Other Federal Requirements

Program Operator must comply with all applicable federal requirements, including those listed in 24 CFR part 92, Subpart H and 24 CFR part 5, Subpart A, and the nondiscrimination requirements of section 282 of the Act, as amended. This includes, but is not limited to, compliance with:

3.4.1 Equal Opportunity and Fair Housing

In accordance with 24 CFR 92.350 and 92.351, no person shall on the ground of race, color, religion, sex, disability, familial status, national origin, or age be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any Program activity funded in whole or in part from HOME funds. In addition, Program Operator shall develop

and operate the Program in accordance with the requirement contained in 24 CFR 5.105, including but not limited to the following requirements:

- a) The requirements of the Fair Housing Act (42 U.S.C. 3601-19) and implementing regulations at 24 CFR Part 100; Executive Order 11063, as amended by Executive Order 12259 (3 CFR 1958 B1963 Comp., P. 652 and 3 CFR 1980 Comp., P. 307) (Equal Opportunity in Housing) and implementing regulations at 24 CFR Part 107; and of the Civil Rights Act of 1964 (42 U.S. C. 2000d) (Nondiscrimination in Federally Assisted Programs) and implementing regulations issued at 24 CFR Part 1;
- b) The prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101-07) and implementing Regulations at 24 CFR Part 146,
- c) The requirements of Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and implementing regulations at 24 CFR Part 8;
- d) Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and implementing regulations at 24 CFR part 135;
- e) The requirements of Executive Order 11246, as amended by Executive Orders 11375, 11478, 12086, and 12107 (3 CFR 1964-65, Comp., p. 339) (Equal Employment Opportunity) and the implementing regulations issued at 41 CFR Chapter 60;
- f) The requirements of 24 CFR 92.351, 2 CFR 200.321, Executive Orders 11625, as amended, and 12432 (concerning Minority Business Enterprise), and 12138, as amended (concerning Women's Business Enterprise); and
- g) The requirements of 24 CFR 5.105(a)(2) requiring that HUD-assisted housing be made available without regard to actual or perceived sexual orientation, gender identity, or marital status and prohibiting Program Operators, owners, developers, or their agents from inquiring about the sexual orientation or gender identity of an applicant for, or occupant of, HUD-assisted housing for the purpose of determining eligibility for the housing or otherwise making such housing available. This prohibition on inquiries regarding sexual orientation or gender identity does not prohibit any individual from voluntarily self-identifying sexual orientation or gender identity.

3.4.2 Lobbying Disclosure Requirements

In accordance with the requirements of 24 CFR part 87, the Program Operator certifies, to the best of its knowledge and belief, that:

- a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an PROGRAM OPERATOR, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
- b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any PROGRAM OPERATOR, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Program Operator shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
- c) The Program Operator shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all such lower-tier parties shall certify and disclose accordingly; and
- d) Program Operator acknowledges that this certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3.4.3 Drug-Free Workplace

The drug-free workplace requirements of 2 CFR part 2429;

3.4.4 Debarred or Suspended Entities

By signing this Agreement, Program Operator certifies that it is not presently listed by any federal PROGRAM OPERATOR as debarred, suspended, or proposed for debarment from any federal contract activity. If during the term of this Agreement this information changes, Program Operator shall notify CITY without delay. Such notice shall contain all relevant particulars of any debarment, suspension, or proposed debarment. Further, in carrying out its responsibilities hereunder, Program Operator will not employ, contract with, or otherwise make use of subcontractors, service providers, consultants, or any other party that is debarred, suspended, or proposed for debarment from any federal contract activity.

3.4.5 Environmental Review

While the CITY is responsible for environmental reviews and determinations under this Agreement, Program Operator will cooperate and assist in documenting the environmental status of each assisted unit, including but not limited to the initial preparation of an *Environmental Review for Activity/Project that is Exempt or Categorically Excluded Not Subject to Section 58.5* checklist. In no case will Program Operator request funding for a housing rehabilitation project with respect to a specific unit to be assisted without notification from the CITY that the project is either exempt from environmental review or that needed reviews have been completed.

3.4.6 Lead Based Paint

Program Operator will ensure that all assisted units in properties which were originally constructed prior to 1978 pass a visual assessment pursuant to the requirements of 24 CFR 35.

3.4.7 Conflict of Interest

Pursuant to 24 CFR 92.356, no employee, agent, consultant, officer, or elected official or appointed official of the CITY or the Program Operator, individually known as a “**Covered Person**,” that exercises or has exercised any functions or responsibilities with respect to HOME-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to HOME-assisted activities, is eligible to receive HOME assistance under the Program or to have a financial interest or financial benefit in any contract, subcontract, or other agreement with respect to the HOME-funded activities contemplated in this Agreement, or the proceeds from such activities. This provision shall apply to both Covered Persons and those with whom they have business or immediate family ties, during their tenure with the CITY or Program Operator or for one year thereafter. Immediate family ties include (whether by blood, marriage or adoption) the spouse, parent (including a stepparent), child (including a stepchild), brother, sister (including a stepbrother or stepsister), grandparent, grandchild, and in-laws of a Covered Person. In the event a Covered Person, or a person with whom the Covered Person has business or family ties, is otherwise eligible and applies to the Program, Program Operator will immediately notify the CITY. CITY, in its sole discretion, may pursue an exception from HUD under the provisions of 24 CFR 92.356(d) to allow participation notwithstanding the conflict of interest. Only HUD may grant such an exception; neither the CITY nor the Program Operator may grant such an exception on its own. Moreover, the CITY and Program Operator shall comply with the conflict of interest requirements in 2 CFR 200.317 and 2 CFR 200.318 in the procurement of property and services.

3.4.8 Consultant Activities

Program Operator will comply with the reasonable rate of compensation requirements in accordance with 24 CFR 92.358.

3.5 Recordkeeping

Program Operator shall maintain detailed records of all its activities under this Agreement, including records on all persons served pursuant to this Agreement. Representatives of the CITY will maintain administrative and financial records as required by 24 CFR 92.508, applicable to the activities to be carried out under this Agreement, including but not necessarily limited to:

3.5.1 General Administrative and Financial Records

- a) Information about contractors, vendors, and other service providers to include, but not necessarily be limited to, verification of non-debarment and suspension, verification of qualifications and experience, legally binding contracts and agreements, invoices and payment records, and related correspondence (see 24 CFR Part 24 and 2 CFR part 2424);
- b) Financial information including, but not necessarily limited to, audits and related correspondence, accounting and financial records, indirect cost analyses, and internal controls and reconciliations;
- c) Financial records identifying the source and use of funds for each person assisted under the Program pursuant to this Agreement, as well as underlying documentation (e.g. timesheet records, invoices/receipts, proof of payment, etc.) for all costs charged to HOME;
- d) Records demonstrating compliance with the Uniform Administrative Requirements of 2 CFR 200, as applicable;

3.5.2 Program Recipient Records

Program recipient records in accordance with 24 CFR 92.508(a)(3) that demonstrate that each HOME-assisted project met the requirements of the HOME program including but not limited to:

- a) Full descriptions of each household assisted with Program funds;
- b) Income determination proving eligibility and records to document the eligibility each household;
- c) Records, consistent with the Program Guidelines, demonstrating that each Program assisted unit meets the Program's property standards;

- d) Records demonstrating that each assisted household is income eligible in accordance with 24 CFR 5.603;
- e) Copies of project documentation including construction contract and change orders;.
- f) Program Operator will return all records to the City upon project completion;

3.5.3 Records of Other Federal Requirements

Other records that include documentation of compliance with other federal requirements in accordance with 24 CFR 92.508 that includes the following requirements to the extent applicable to the Program:

- a) Documentation of Program Operator's efforts to affirmatively further fair housing, including both marketing efforts and records on the extent to which each racial and ethnic group and single-headed households (by gender of household head) applied for, participated in, or benefited from the Program;
- b) Records concerning lead-based paint in accordance with 24 CFR Part 35;
- c) Records supporting any requests for exceptions to the conflict of interest provisions in accordance with 24 CFR 92.356.

3.6 Record Retention

All Program records will be returned to the City upon project completion and be maintained by the City for the lifetime of the loan. Notwithstanding, if there are litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have commenced before the expiration of the retention periods outlined, such records must be retained until completion of the actions and resolution of all issues, or the expiration of the retention period, whichever occurs later.

3.7 Reporting Requirements

The Program Operator agrees to submit any and all reports required by the CITY or HCD within 30 days of the CITY or HCD's request. The Program Operator will provide updates on Program implementation to the CITY on a quarterly basis. A quarterly report to City will include information on the marketing and startup of the Program, number of applications received, challenges or concerns about implementation, and estimates of the timing of upcoming commitments and expenditures of HOME funds.

The CITY reserves the right to unilaterally alter, supplement, or otherwise modify the frequency, content, or form of delivery of required reports as needed to maintain adequate oversight of the Program, address changes to HOME regulations, or to address findings related to noncompliance by the Program Operator.

SECTION 4: DEFAULT AND TERMINATION

4.1 Default

The following are considered a default by the Program Operator under this Agreement:

1. Program Operator fails, in any manner, to fully perform and carry out any of the terms, covenants, and conditions of this Agreement;
2. Program Operator refuses or fails to proceed with the work and tasks contemplated in this Agreement in accordance with such diligence as will ensure their completion within the time fixed by the schedule set forth in this agreement;
3. Material noncompliance with any applicable HOME regulatory requirements in 24 CFR part 92 or any other applicable federal requirements; or any applicable State or local law, regulation, ordinance, or requirement related to the Program; and
4. Dissolution or other termination of existence; insolvency; forfeiture of right to do business in the State of California or business failure; appointment of a receiver of any part of the Program Operator's property; the calling of any meetings of, or the assignment for the benefit of, creditors of the Program Operator; or the commencement of any proceedings under any bankruptcy or insolvency laws by or against the Program Operator which are not dismissed within 60 days.

4.2 Termination

4.2.1 Without Cause: CITY and PROGRAM OPERATOR will have the right to terminate this Agreement without cause by giving thirty (30) days prior written notice of intention to terminate pursuant to this provision, specifying the date of termination. CITY will pay to PROGRAM OPERATOR the compensation earned for work performed and not previously paid for to the date of termination. CITY will not pay lost anticipated profits or other economic loss. The payment of such compensation is subject to the restrictions on payment of compensation otherwise provided in this Agreement, and is conditioned upon receipt from PROGRAM OPERATOR of any and all plans, specifications and estimates, and other documents prepared by PROGRAM OPERATOR in accordance with this Agreement. No sanctions will be imposed.

4.2.2 With Cause: This Agreement may be terminated by either party should the other party:

- a) be adjudged a bankrupt, or
- b) become insolvent or have a receiver appointed, or
- c) make a general assignment for the benefit of creditors, or
- d) suffer any judgment which remains unsatisfied for thirty (30) days, and which would substantively impair the ability of the judgment debtor to perform under this Agreement, or
- e) materially breach this Agreement. Material breach includes but is not limited to PROGRAM OPERATOR failing to perform obligations under this Agreement, and PROGRAM OPERATOR failing to perform obligations in accordance with the PROGRAM'S time schedules set forth in STANDARD AGREEMENT.

For any of the occurrences except item v., termination may be effected upon written notice by the terminating party specifying the date of the termination. Upon a material breach, the Agreement may be terminated following the failure of the defaulting party to remedy the breach to the reasonable satisfaction of the non-defaulting party within thirty (30) days of the receipt of written notice specifying the breach. If the breach is not remedied within that thirty (30) day period, the non-defaulting party may terminate the agreement on further written notice specifying the date of termination. If the nature of the breach is such that it cannot be cured within a thirty (30) day period, the defaulting party may, submit a written proposal within that period which sets forth a specific means to resolve the default. If the non-defaulting party consents to that proposal in writing, which consent shall not be unreasonably withheld, the defaulting party shall immediately embark on its plan to cure. If the default is not cured within the time agreed, the non-defaulting party may terminate upon written notice specifying the date of termination. CITY will pay to PROGRAM OPERATOR the compensation earned for work performed and not previously paid for to the date of termination. CITY will not pay lost anticipated profits or other economic loss, nor will CITY pay compensation or make reimbursement to cure a breach arising out of or resulting from such termination.

4.2.3 Effects of Termination: Expiration or termination of this Agreement shall not terminate any obligations to indemnify, to maintain and make available any records pertaining to the Agreement, to cooperate with any audit, to be subject to offset, or to make any reports of pre-termination contract activities.

4.2.4 Suspension of Performance: Independent of any right to terminate this Agreement, the authorized representative of CITY for which PROGRAM OPERATOR'S services are to be performed, may immediately suspend performance by PROGRAM OPERATOR, in whole or in part, in response

to health, safety or financial emergency, or a failure or refusal by PROGRAM OPERATOR to comply with the provisions of this Agreement, until such time as the cause for suspension is resolved, or a notice of termination becomes effective.

SECTION 5: ADDITIONAL PROVISIONS

5.1 Fees to homeowners or members of households prohibited

Program Operator is prohibited from charging application or other fees for the purpose of covering costs of administering the Program.

5.2 Notice

Except in the case of a notice of default, which must be delivered via mail or delivery service, the CITY may issue written notices as required or anticipated herein to the Program Operator via email, facsimile, mail, delivery service, or in person as may be appropriate. Notices delivered via electronic means or in person will be deemed delivered on the same day. Notices delivered via mail or delivery service shall be deemed delivered five (5) days after being placed in the United States mail or delivery service, postage pre-paid, addressed to the Program Operator as follows:

HABITAT FOR HUMANITY YUBA/SUTTER
ATTN: JOSEPH HALE, CEO
202 D STREET
MARYSVILLE, CA 95901

Notices due the CITY shall be in writing and may be delivered via email, facsimile, mail, delivery service, or in person as may be appropriate. Notwithstanding, a notice of default to the CITY must be delivered via certified mail with return receipt requested and shall be deemed delivered upon signature of a CITY representative. Notices to the CITY should be addressed as follows:

CITY OF YUBA CITY
ATTN: DIANA LANGLEY, CITY MANAGER
1201 CIVIC CENTER BLVD.
YUBA CITY, CA 95993

5.3 CITY Liability

The CITY shall have no liability except as specifically provided in this Agreement. The CITY, by execution of this Agreement, assumes no liability for damages caused to persons or property by reason of Program Operator providing goods or services herein or for injury to any employee, agent or subcontractor of the Program Operator performing under this Agreement.

5.4 Indemnification

Program Operator shall indemnify and save and hold CITY, and its successors or assigns, harmless from and against any negligent claims, liabilities, losses and causes of action which may arise out of Program Operator's activities under this Agreement, including all other acts or omissions to act on the part of Program Operator, including any person acting for or on its behalf, and, from and against any orders, judgments, or decrees which may be entered and from and against all costs, attorneys fees, expenses and liabilities incurred in the defense of any such claims, or in the investigation thereof. Program Operator's indemnity shall not expire with the expiration or termination of this agreement but will continue indefinitely.

5.5 Insurance

See attached Exhibit B. Throughout the term of this Agreement, Program Operator must maintain general liability (\$2,000,000 per occurrence and \$2,000,000 aggregate) and automobile liability insurance (\$1,000,000 per accident), and errors and omissions insurance (\$1,000,000 per occurrence and \$2,000,000 annual aggregate). The CITY must be listed as an additional insured party on each of the required insurance policies with at least 30 days' notice prior to expiration. Program Operator must also maintain workers compensation coverage in an amount specified by state law.

5.6 Independence of Program Operator

Nothing in this Agreement shall be deemed or construed to represent that Program Operator, or any of Program Operator's employees or agents, are the agents, representatives, or employees of the CITY. Program Operator acknowledges that it is an independent contractor in its performance under this Agreement. Anything in this Agreement that provides the CITY with the right to direct Program Operator in its performance of its obligations under this Agreement is solely for purposes of compliance with local, state, and federal regulations.

5.7 Assignment

This Agreement is binding on the CITY and Program Operator, and their respective successors and assigns. Program Operator shall not assign or transfer its interest in this Agreement without the prior written approval of CITY which shall be in the CITY's sole and exclusive discretion.

5.8 Amendments

This Agreement may be modified or amended only if the amendment is made in writing and is signed by both parties. Notwithstanding, in the event that (i) HUD imposes new or modified requirements in the HOME Program through regulation, administrative notice, publication, or other notice, or (ii) HUD specifically identifies violations of HOME program requirements pertaining to this Agreement or the Program undertaken hereunder, Program Operator agrees to comply with any new or modified requirements to ensure this Agreement and the activities hereunder remain in or are brought into compliance with such requirements. The CITY shall

provide prompt notice to the Program Operator of any such modifications. Program Operator further agrees to execute an amendment to modify the terms of this Agreement in such manner as necessary to formally reflect and implement new HOME requirements or correct identified deficiencies.

5.9 Interpretation

This Agreement is the sole agreement between the two parties, and no prior or subsequent discussions, negotiations, or agreements, whether verbally or in writing, shall be merged with this Agreement. Any question or dispute regarding the interpretation of the terms of this Agreement shall be decided by the CITY. The CITY's decision on any dispute under this Agreement, which shall be furnished in a manner of their choosing, shall be final and binding. In the event of a conflict between this Agreement, the Program Guidelines, and/or other regulatory requirements, the regulatory requirements control and the CITY reserves the right to resolve the conflict and determine the Program Operator's compliance with such provisions.

5.10 Applicable Law

This Agreement shall be construed and interpreted in accordance with California law. In the event of legal action resulting from a dispute hereunder, the parties agree that the State and federal courts of the State of California shall have jurisdiction and that the proper forum for such action shall be in Sacramento, California.

5.11 Headings & Pronouns

The headings in this Agreement are for convenience only and do not affect the meanings or interpretation of the contents. Where appropriate, all personal pronouns used herein, whether used in the masculine, feminine, or neutral gender, shall include all other genders, and singular nouns used herein shall include the plural and vice versa.

5.12 Severability

If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

IN WITNESS WHEREOF, the CITY and Program Operator have indicated their acceptance of the terms of this Agreement by their signatures below on the dates indicated.

CITY OF YUBA CITY		
	_____	_____
	Diana Langley, City Manager	Date

PROGRAM OPERATOR: HABITAT FOR HUMANITY YUBA/SUTTER		
	_____	_____
	Joseph Hale, Chief Executive Officer	Date

ATTEST: CITY CLERK, CITY OF YUBA CITY		
	_____	_____
	Jackie Sillman, City Clerk	Date

EXHIBIT “A(1)” – SCOPE OF WORK

City of Yuba City Housing Rehabilitation Program (PROGRAM)
HOME, CDBG and CalHome Funds

PROGRAM OBJECTIVE

The purpose of the PROGRAM is to complete rehabilitation of eligible housing units located in the City of Yuba City. The units must be occupied by members of the Low to Moderate Income Group (LMI) as defined by the U.S. Department of Housing and Urban Development (HUD) and HCD.

PROGRAM GOALS

PROGRAM OPERATOR shall be held to the same goals, milestones, performance measurements, and requirements as entered into by CITY in STANDARD AGREEMENT and more thoroughly explained in the grant application. PROGRAM OPERATOR will assist CITY in the achievement of the following PROGRAM goals by the contract expiration date:

1. The CITY and Program Operator anticipate at least 3 households will receive assistance from HOME Funds, 6 households from CalHOME Funds, and 3 households from CDBG Funds under this Agreement.

PROGRAM SERVICES

COMPENSABLE SERVICES: PROGRAM OPERATOR will perform the following compensable services as outlined in the City-approved Program Guidelines (referred to as PROGRAM GUIDELINES) in implementation of PROGRAM activities, including administration and expenditure of HOME Program Income.

1) Refinement of housing rehabilitation program plans, procedures and forms: subject to review and approval by CITY, PROGRAM OPERATOR will establish, or make any necessary revisions to, the housing rehabilitation program design and procedures (including but not limited to the priorities among applicants and among rehabilitation measures, the limits and structure of financial assistance, and the recapture and affordability policies), as well as any other necessary forms, documents or sample contracts.

2) Outreach: PROGRAM OPERATOR will conduct sufficient advertisement of the housing rehabilitation program and other forms of outreach to ensure that enough eligible applicants participate in the program to meet the housing rehabilitation program goals.

3) Intake/assessment of eligibility: PROGRAM OPERATOR will assist property owners and residents in the completion of applications to permit eligibility determinations for rehabilitation assistance. PROGRAM OPERATOR will make provision for translation services to meet the needs of non-English-speaking applicants. In the event of applicants who have impaired mobility or

other disabilities, PROGRAM OPERATOR will make provisions for completing the application at the applicant's residence or other acceptable procedures for ensuring equal access to services.

Initial eligibility determination of households/structures will be made by the PROGRAM OPERATOR on the basis of satisfaction of income requirements, the apparent need for rehabilitation measures to correct relevant housing code or Housing Quality Standard (HQS) deficiencies, and any other pertinent criteria set forth in the approved program design.

4) Work write-ups: for each eligible unit to be assisted, PROGRAM OPERATOR will complete a detailed work write-up of the rehabilitation to be performed, including estimated costs of each activity, materials to be used, and industry or regulatory standards to be met. This write-up will be initialed and dated by the homeowner.

5) Solicitation and selection of contractors: PROGRAM OPERATOR will assist approved applicants in the identification, proper solicitation, and selection of contractors qualified to perform the authorized rehabilitation of eligible housing units. PROGRAM OPERATOR will provide forms and sample contract formats for the applicants to use in contracting with the contractors and will assist the applicant in ensuring that the description of the work contained in any contracts with contractors is accurate and complete.

6) Loan Review Committee: CITY will establish and maintain a loan review committee. The loan review committee will review all loan recommendations prepared by the PROGRAM OPERATOR. No loan will be made under the housing rehabilitation program without the approval of a majority of the members of the loan review committee. Loan recommendations will be routed to loan committee members for consideration, or a loan committee meeting may be held virtually.

7) Loan closing: With the authorization of the City Loan Review Committee, the PROGRAM OPERATOR will execute all necessary documents and will coordinate with CITY the drawdown of funds as necessary to cover the expenses of approved applicants for activities authorized by executed loan agreements. The loan documents executed with applicants will include explicit provisions describing a) the occupancy requirements and other standards to maintain the eligibility of the HOME expenditures, and b) the conditions and procedures under which late payment penalties, default and/or foreclosure will occur.

8) Periodic and final inspections: PROGRAM OPERATOR will perform periodic site visits to ascertain that approved and contracted rehabilitation work is proceeding properly and satisfactorily, will authorize (with the owner's written approval, including signature and date) appropriate change orders, and will mediate in the event of owner dissatisfaction with the work done by the contractor.

9) Approval of contractor payments: as rehabilitation progresses and as invoices are submitted by contractors, PROGRAM OPERATOR will verify that the expenses are reasonable and the work

has been completed properly (including a sign-off by the owner), and will authorize drawdown of funds from CITY, and disbursement to the contractors.

10) Loan servicing/loan portfolio management: PROGRAM OPERATOR will assist CITY in managing the housing rehabilitation loan portfolio through the following tasks: reviewing loan status reports provided by CITY to determine loan clients in violation of the terms of their loan, corresponding with loan recipients who are in violation of the terms of their loan, suggesting remedies to both the CITY and loan recipient to correct any violations, and reviewing employment and income status at the request of CITY.

11) Maintenance of case files and other records: for each applicant, PROGRAM OPERATOR will maintain case files, including application and documentation of eligibility, work write-ups, the assistance agreement between the property owner and CITY (along with repayment provisions, documentation of liens and any other forms of security), contractor selection criteria, copy of contract between owner and contractors, documentation on all necessary licenses and permits, site visit/inspection reports (including final inspection), change orders, and approved contractor invoices for payment (with owner sign-off). PROGRAM OPERATOR will also maintain appropriate information on persons residing in the property, including a list or lists identifying persons in a project immediately before the project, after project completion, and those moving in during the project, as well as information on those displaced or temporarily relocated. PROGRAM OPERATOR will maintain these files until project completion when the original file will be returned to the City.

PROJECT SCHEDULE

Unless amended by mutual written agreement by PROGRAM OPERATOR and CITY, PROGRAM OPERATOR will perform the described housing rehabilitation tasks and complete the rehabilitation of eligible units in a timely manner.

OTHER PROGRAM REQUIREMENTS

- 1) Affordability provisions (Not Applicable for HOME):** for activities benefiting low- and moderate-income persons, PROGRAM OPERATOR must adopt and make public the CITY's standards for determining that for rental housing assisted under the program, the rents of units occupied by low- and moderate-income persons are "affordable."
- 2) Davis-Bacon requirements and other Labor Standards:** these statutes require the payment of prevailing wages for HOME-assisted construction work, including construction or rehabilitation of residential property containing eight units or more, in excess of \$2,000. The Contract Work Hours and Safety Standards Act also applies to such activities.
- 3) Historic Preservation [16 U.S.C. 470 *et seq.* and 36 CFR Part 800]:** these requirements mandate (a) consultation with specified agencies having responsibility for historic preservation to identify properties listed (or eligible for inclusion) in the National Register of

Historic Places that may be subject to adverse effects by the proposed HOME activities, and (b) compliance with procedures or other requirements to avoid or mitigate such adverse effects.

- 4) National Flood Insurance Program:** if a community has had notice for more than a year that an area has been identified by FEMA as having special flood hazards, HOME funds cannot be spent for acquisition or construction purposes within that area unless the community is participating in the National Flood Insurance Program and such insurance has been purchased for the properties in question.
- 5) Relocation, Real Property Acquisition, and One-For-One Housing Replacement:** The acquisition of real property for a HOME-assisted project and the displacement of any person (family, individual, business, non-profit organization or farm) as a direct result of acquisition, rehabilitation, demolition or conversion for a HOME-assisted project must comply with 49 CFR part 24. PROGRAM OPERATOR must also conduct its HOME activities so as to minimize displacement, and if displacement occurs, the displaced persons or entities must be provided assistance consistent with the Uniform Relocation Act, as amended, or Section 104(d), as applicable. In addition, there must be a one-for-one replacement of any occupied (or vacant, occupiable) low- and moderate-income dwelling that is demolished or converted to another use in connection with a HOME-funded activity.
- 6) Lead-based Paint [24 CFR Part 35]:** There is a general prohibition against the use of any lead-based paint in connection with any HOME activity involving the construction or rehabilitation of residential structures. If the structure was constructed prior to 1978, the tenants or purchasers must be notified of the hazards of lead-based paint poisoning; and, depending on the level of Federal assistance made available to the structure, paint inspection, risk assessment, treatment and/or abatement must be provided.

EXHIBIT “A(2)” – SCOPE OF WORK

City of Yuba City Homeownership Assistance Program (PROGRAM) HOME and CalHome Funds

NATIONAL OBJECTIVE

The purpose of the PROGRAM is to provide low-interest loans to homebuyers purchasing a home located in the City of Yuba City. The homebuyer(s) must be members of the Low to Moderate Income Group (LMI) as defined by the U.S. Department of Housing and Urban Development (HUD) and HCD.

PROGRAM GOALS

PROGRAM OPERATOR shall be held to the same goals, milestones, performance measurements, and requirements as entered into by CITY in STANDARD AGREEMENT and more thoroughly explained in the grant application. PROGRAM OPERATOR will assist CITY in the achievement of the following PROGRAM goals by the contract expiration date:

1. Close on an estimated three (3) homeownership assistance loans as required to fully expend CITY’s homeownership assistance loan fund.

PROGRAM SERVICES

COMPENSABLE SERVICES: PROGRAM OPERATOR will perform the following compensable services as outlined in PROGRAM GUIDELINES in implementation of PROGRAM activities.

1) Refinement of homeownership assistance program plans, procedures and forms: subject to review and approval by CITY, PROGRAM OPERATOR will establish, or make any necessary revisions to, the homeownership assistance program design and procedures (including but not limited to the priorities among applicants, underwriting criteria, the limits and structure of financial assistance, and the recapture and affordability policies), as well as any other necessary forms, documents or sample contracts.

2) Outreach: PROGRAM OPERATOR will conduct sufficient advertisement of the homeownership assistance program and other forms of outreach to ensure that enough eligible applicants participate in the program to meet the homeownership assistance program goals.

3) Completion of loan applications; underwriting assessment: PROGRAM OPERATOR will assist homebuyers in completing loan applications, and will perform an assessment of each loan application to determine the HOME and/or CalHome eligibility of the loan. Initial eligibility determination of households will be made by the PROGRAM OPERATOR on the basis of satisfaction of income requirements, eligibility of the property being purchased, and any other pertinent criteria set forth in the approved program design.

PROGRAM OPERATOR will complete all work necessary to determine loan feasibility including obtaining appraisal, estimates of market value, credit reports and title reports, set up of lead risk

assessment, if applicable, evaluating the financial condition of the applicant and summarizing any critical issues.

4) Loan Review Committee: CITY will establish and maintain a loan review committee. The loan review committee will review all loan recommendations presented to it by the PROGRAM OPERATOR. No loan will be made under the homeownership assistance loan program without the approval of a majority of the members of the loan review committee.

5) Loan closing: With the authorization of the City Loan Review Committee, the PROGRAM OPERATOR will execute all necessary documents and will coordinate with CITY the drawdown of funds as necessary to cover the expenses of approved applicants for activities authorized by executed loan agreements. The loan documents executed with applicants will include explicit provisions describing a) the occupancy requirements and other standards to maintain the eligibility of the HOME and/or CalHome expenditures, and b) the conditions and procedures under which late payment penalties, default and/or foreclosure will occur.

6) Loan servicing/loan portfolio management: PROGRAM OPERATOR will assist CITY in managing the homeownership assistance loan portfolio through the following tasks: reviewing loan status reports provided by CITY to determine loan clients in violation of the terms of their loan, suggesting remedies to the CITY to correct any violations, and reviewing employment and income status at the request of CITY.

7) Maintenance of case files and other records: for each applicant, PROGRAM OPERATOR will maintain case files, including application and documentation of applicant eligibility, property eligibility, the assistance agreement between the homebuyer and CITY (along with repayment provisions, documentation of liens and any other forms of security), and any other required documentation. PROGRAM OPERATOR will maintain these and other program and financial records in accordance with the general requirements for record keeping specified in Section 7. of this Agreement.

PROJECT SCHEDULE

Unless amended by mutual written agreement by PROGRAM OPERATOR and CITY, PROGRAM OPERATOR will perform the described homeownership assistance program tasks in a timely manner.

EXHIBIT “B” – INSURANCE REQUIREMENTS

City of Yuba City Housing Rehabilitation Program (PROGRAM)

PROGRAM OPERATOR shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the PROGRAM OPERATOR, his agents, representatives, or employees. PROGRAM OPERATOR shall maintain limits no less than:

- | | |
|---|---|
| 1. Commercial General Liability, Including: | \$2,000,000 per occurrence and |
| Premises and Operations | \$2,000,000 general aggregate |
| Contractual Liability | |
| Personal Injury Liability | |
| Independent Contractors | |
| Bodily Injury, Property Damage | |
| 2. Automobile Liability: | \$1,000,000 per accident for |
| Owned, Non-Owned, | bodily injury and property |
| and Hired Autos | damage |
| 3. Workers’ Compensation: | As required by the State of California |
| 4. Employer’s Liability: | \$1,000,000 per accident for bodily injury or |
| | disease |
| 5. Professional Liability: | \$1,000,000 per claim and \$2,000,000 |
| | annual aggregate |

Any deductibles or self-insured retentions must be declared to and approved by the CITY. At the option of the CITY, either: insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the CITY, its officers, officials, employees and volunteers; or the PROGRAM OPERATOR shall provide a financial guarantee satisfactory to the CITY guaranteeing payment of losses and related investigations, claim administration and defense expenses.

The commercial general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The CITY, its officers, officials, employees and volunteers are to be covered as insureds as respects: liability arising out of work or operations performed by or on behalf of the PROGRAM OPERATOR; or automobiles owned, leased, hired or borrowed by the PROGRAM OPERATOR.
2. For any claims related to this project, the PROGRAM OPERATOR’s insurance coverage shall be primary insurance as respects the CITY, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the CITY, its officers, officials, employees or

volunteers shall be excess of the PROGRAM OPERATOR's insurance and shall not contribute with it.

3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) day's prior written notice has been provided to the CITY.

If General Liability and Professional Liability coverages are written on a claims-made form:

1. The retroactive date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, the PROGRAM OPERATOR must purchase an extended period coverage for a minimum of five (5) years after completion of contract work.
4. A copy of the claims reporting requirements must be submitted to the PROGRAM OPERATOR for review.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the CITY. Exception may be made for the State Compensation Insurance Fund when not specifically rated.

Verification of Coverage

PROGRAM OPERATOR shall furnish the CITY with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements should be on forms provided by the CITY or on other than the CITY's forms provided those endorsements conform to CITY requirements. All certificates and endorsements are to be received and approved by the CITY before work commences. However, failure to do so shall not operate as a waiver of these insurance requirements. The CITY reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications at any time.

Waiver of Subrogation

PROGRAM OPERATOR hereby agrees to waive subrogation which any insurer of consultant may acquire from vendor by virtue of the payment of any loss. PROGRAM OPERATOR agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation.

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the CITY for all work performed by the consultant, its employees, agents and subcontractor.

EXHIBIT "C" – STANDARD AGREEMENT

City of Yuba City Housing Rehabilitation and Homeownership Assistance Programs (PROGRAMS)

INSERT STANDARD AGREEMENT HERE

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL
SERVICES
STANDARD AGREEMENT
STD 213 (Rev. 03/2019)

AGREEMENT NUMBER
18-HOME-12598

PURCHASING AUTHORITY NUMBER (if applicable)

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME
DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

CONTRACTOR'S NAME
City of Yuba City

2. The term of this Agreement is:

START DATE

Upon HCD Approval

THROUGH END DATE

02/02/2038

3. The maximum amount of this Agreement is:

\$500,000.00

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement

EXHIBITS	TITLE	PAGES
Exhibit A	Authority, Purpose and Scope of Work	3
Exhibit B	Budget Detail and Payment Provisions	3
Exhibit C	State of California General Terms and Conditions	GTC - 04/2017
Exhibit D	HOME Program Terms and Conditions	30
Exhibit E	Special Conditions	1
TOTAL NUMBER OF PAGES ATTACHED		37

Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto
These documents can be viewed at <https://www.dgs.ca.gov/LS/Resources>

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

City of Yuba City

CONTRACTOR BUSINESS ADDRESS
1201 Civic Center Boulevard

CITY
Yuba City

STATE
CA

ZIP
95993

PRINTED NAME OF PERSON SIGNING

DIANA LANGLEY

TITLE

INTERIM CITY MANAGER

CONTRACTOR AUTHORIZED SIGNATURE

Diana Langley

DATE SIGNED

APRIL 30, 2020

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

Department of Housing and Community Development

CONTRACTING AGENCY ADDRESS
2020 W. El Camino Ave., Suite 130

CITY
Sacramento

STATE
CA

ZIP
95833

PRINTED NAME OF PERSON SIGNING

Synthia Rhinehart

TITLE

Contracts Manager,
Business & Contract Services Branch

CONTRACTING AGENCY AUTHORIZED SIGNATURE

Synthia Rhinehart

DATE SIGNED

6/5/2020

California Department of General Services Approval (or exemption, if applicable)

Exempt per: SCM Vol. 1 4.04.A.3 (DGS memo dated 6/12/1981)

EXHIBIT A

AUTHORITY, PURPOSE AND SCOPE OF WORK

1. Authority & Purpose

This Standard Agreement (hereinafter "Agreement") will provide official notification of the conditional reservation of funds under the State of California's administration of the HOME Investment Partnerships Program (hereinafter "HOME") by the Department of Housing and Community Development (hereinafter the "Department") pursuant to the provisions of the Cranston-Gonzalez National Affordable Housing Act (42 USC 12741 et seq.), the HOME Investment Partnerships Program (Title 24 Code of Federal Regulations Part 92), California Health and Safety Code Section 50896, and Title 25, Division 1, Chapter 7, Subchapter 17 of the California Code of Regulations, Sections 8200 through 8220 (the "State Regulations"), all as amended and in effect from time to time. The HOME Program is listed in the Catalog of Federal Domestic Assistance (CFDA) as 14.239 - HOME Investment Partnerships Program. In accepting this conditional reservation of funds, the Contractor (sometimes referred to herein as the "HOME Recipient") agrees to comply with the terms and conditions of this Agreement, the Notice of Funding Availability (NOFA) under which the HOME Recipient applied, the representations contained in the HOME Recipient's application for this funding allocation (the "Application"), and the requirements of the authorities cited above.

2. Scope of Work

A. HOME Recipient shall perform the Scope of Work (hereinafter "Work") as described in the Application, which is on file at the Department, Division of Financial Assistance, 2020 West El Camino Ave., Sacramento, California, and which is incorporated herein by reference. All written materials or alterations submitted as addenda to the original Application and which are approved in writing by a HOME Program Manager or higher Departmental official, as appropriate, are hereby incorporated as part of the Application. The Department reserves the right to require the HOME Recipient to modify any or all parts of the application in order to comply with HOME Investment Partnerships Program federal and/or State Regulations. The Department reserves the right to review and approve all Work to be performed by the HOME Recipient in relation to this Agreement. Any proposed revision to the Work must be submitted in writing for review and approval by the Department. Any approval shall not be presumed unless such approval is made by the Department in writing.

B. The Work shall consist of:

Project Location County	Type of Activity	HOME Activity Funds	HOME Units
Sutter	First-Time Homebuyer Program	\$243,750	3
Sutter	Owner-Occupied Rehabilitation Program	\$243,750	5
	State Recipient Administration	<u>\$ 12,500</u>	N/A
	TOTAL	\$500,000	

HOME State Recipient Program
NOFA Date: 06/05/2018
Approval Date: 01/23/2020
Prep. Date: 02/04/2020

EXHIBIT A

3. Contract Amount

For the purposes of performing the Work, the Department agrees to provide the amount shown on Page 1, No. 3 of this Agreement (STD 213). In no instance shall the Department be liable for any costs for Work in excess of this amount, nor for any unauthorized or ineligible costs. The HOME Recipient agrees to administer this allocation in accordance with the provisions of 24 CFR 92 and Title 25 of the California Code of Regulations Section 8200 through, and including, Section 8220.f. The Agreement amount shall be expended as follows:

First-Time Homebuyer Program	\$243,750
Owner Occupied Rehabilitation Program	\$243,750
State Recipient Administration	\$ 12,500

4. Activity Delivery Costs

HOME Recipients shall report the amount of Activity funds used for Activity Delivery Costs on the HOME Set-Up and Completion Reports. The HOME Recipient must request Activity Delivery Costs (ADC) in proportion to the amount of Activity funds being drawn down. The maximum amount of ADC that may be drawn for each specific activity is:

- A. Up to 24% of the HOME loan/grant amount for Owner-Occupied Rehabilitation (OOR). Activity delivery costs for rehabilitation projects may exceed the 24% limit if documentation of actual costs is provided to HCD with the project set-up. Documentation must be of actual costs; consultant billings, without documentation of underlying actual costs, are not adequate;
- B. Up to 6.5% of the HOME loan/grant amount for First-Time Homebuyer (FTHB) activities including rehabilitation;
- C. Up to 6.5% of the HOME Construction loan amount for First-Time Homebuyer activities involving in-fill construction; and,
- D. Up to 5% of the total household assistance amount to reimburse the cost of unit inspections and eligibility determinations for Tenant-Based Rental Assistance.

The total amount of ADC drawn down during the entire contract term must be for actual costs incurred according to 2 CFR Part 200 and have documentation in each project file to support activity delivery expenses.

EXHIBIT A

5. Term of Agreement and Deadlines

- A. All Program funds shall be expended by: February 2, 2023
- B. All Drawdown Requests shall be submitted by: April 2, 2023
- C. This Agreement shall expire on: February 2, 2038

No payments shall be made for drawdown requests received more than sixty (60) days after the expenditure deadline. Any funds not drawn shall be disencumbered.

Pursuant to 24 CFR 92.254, any homeownership units funded by HOME that do not have a ratified sales contract with an eligible homebuyer for the housing within nine (9) months of the date of completion of construction or rehabilitation using HOME funds, shall be rented to an eligible tenant pursuant to the requirements of 24 CFR 92.252.

6. Other Funding Sources

- A. Other Funding Sources - The HOME Recipient shall report on the value of other contributions included as leverage to the project activity with each Project Set-Up and Completion Report. The Project Set-Up and Completion Report is the report which conveys the information needed to establish a project-specific account in the Federal Integrated Disbursement and Information System (IDIS). It is also the report that is used to convey any changes to the project-specific account or report the final project-specific information in IDIS established by U.S. Department of Housing and Urban Development (HUD).
- B. Match - All matching contributions for a specific activity required by 24 CFR 92.218-222 are waived. However, the HOME Recipient shall report all match eligible funding in the Project Set-Up Report and Project Completion Report.
- C. Subsidy Limits - The amount of HOME funds the HOME Recipient may contribute to HOME-assisted housing on a per-unit basis may not exceed the per-unit dollar limits established by HUD, as referenced in 24 CFR 92.250.

7. HOME Program Contract Coordinator

The HOME Recipient's contact for this Agreement may vary; therefore, you will be contacted directly by your assigned representative. Unless otherwise informed, any notice, report, or other communication required by this Agreement shall be sent by first class mail to:

Email: HOME@hcd.ca.gov
Address: Department of Housing and Community Development
Division of Financial Assistance – HOME Program
P.O. Box 952054
Sacramento, CA 94252-2054

EXHIBIT B

BUDGET DETAIL AND PAYMENT PROVISIONS

1. Definitions

- A. "Activity Delivery Costs" means "related soft costs" as this term is defined in the HOME Final Rule 24 CFR 92.206(5)(d). The Activity Delivery Costs are included in the "HOME Activity Funds". The HOME Recipient may expend up to the indicated Activity Delivery Cost maximum as identified in Exhibit A, 4. HOME funds for Activity Delivery Costs and Home Activity Funds shall be drawn down at the same time. If the activity is not completed, and a Project Completion Report for the full amount drawn down is not filed, all HOME funds, including ADC must be repaid to the Department.
- B. "Project Set-Up" refers to the forms and process required to reserve HOME funds in the federal Integrated Disbursement and Information System (IDIS) for a specific HOME assisted project.
- C. "Project Disbursement" refers to the forms and process required to request the drawdown of HOME funds from IDIS for a project's previously reserved HOME funds.
- D. "Project Completion Report" refers to the form and process required to report a project "complete". The Project Completion Report must be submitted to HCD within 60 days of the final draw request. If the activity is not complete, and a Project Completion Report for the full amount drawn down is not filed, all HOME funds for the particular project must be repaid to the Department.
- E. "Administration" refers to eligible administrative and planning costs as provided in 24 CFR 92.207.

2. General Set-Up Requirements

The HOME Recipient shall submit the following for the Department's approval, prior to project set-up in IDIS:

- A. The "General Set-Up Conditions Checklist" on a form provided by the Department and any required supporting documentation, including a program budget, and Affirmative Fair Market Analyses with marketing plan.
- B. For FTHB Activities, the Contractor shall submit a revised FTHB Feasibility Worksheet (Exhibit B7 of the Program application) as part of their General Set-up Conditions to confirm program feasibility.
- C. Any other documents, certifications, or evidence deemed necessary by the Department prior to Project Set-Up.

EXHIBIT B

3. Administrative Disbursement Requirements

Prior to requesting administrative funds; the HOME Recipient shall submit the following:

- A. Payee Data Record (STD 204 or TIN Form as applicable); and
- B. Administrative Drawdown Request.

4. Individual Project Set-Up Requirements

The HOME Recipient shall submit the following documentation to the Department:

- A. HUD-required Project Set-Up Report; and,
- B. Any other documents, certifications, or evidence deemed necessary by the State prior Project Set-Up.

5. Project Disbursement Requirements

The HOME Recipient shall submit the following documentation to the Department prior to the disbursement of funds:

- A. HUD-required Project Drawdown Request Form;
- B. STD 204, Payee Data Record form (if necessary);
- C. Designated Payee letter (if necessary);
- D. Evidence of sufficient and eligible HOME match, if necessary for funding;
- E. Any other documents, certifications, or evidence deemed necessary by the Department prior to disbursement of project funds; and,
- F. For the final drawdown, a revised Project Completion Report, if any funding sources and/or amounts have changed since the most recently submitted Project Set-Up Report.

6. Project Completion Requirements

The HOME Recipient shall submit the following documentation to the Department for project completion:

- A. HUD-required final Project Set-Up and Completion Report; and,
- B. Any other documents, certifications, or evidence deemed necessary by the Department prior to project completion.

EXHIBIT B

7. General Conditions of Disbursement

- A. The HOME Recipient shall spend Program Income in the local account, before requesting funds from the Department and shall not request disbursement (drawdown request) of HOME program grant funds under this Agreement until the funds are needed for the reimbursement of eligible costs only. The amount of each request shall be limited to the amount needed for reimbursement of actual expenses for Work that has been completed. Work completed means FTHB escrow has closed, TBRA rent subsidies were paid, and/or OOR construction/rehabilitation costs are paid for Work completed and inspected.
- B. No later than 60 days after any final project drawdown request, the HOME Recipient shall provide a Project Completion Report to the Department. In the event that a Project Completion Report is not received by the Department within the 60-day period, the Department shall suspend further Project Set-Ups for the Contractor until the Project Completion Report is received by the Department and is accepted in the federal Integrated Disbursement and Information System (IDIS).
- C. In the event the Department determines funds were used for ineligible expenses, further Project Set-Ups and all disbursements may be withheld until the issue of the ineligible expenses is resolved to the satisfaction of the Department.

EXHIBIT D

HOME PROGRAM TERMS AND CONDITIONS

1. Effective Date and Commencement of Work

- A. This Agreement is effective upon approval by the Department representative's signature on page one of the fully executed Standard Agreement, STD 213, (the "Effective Date").
- B. The HOME recipient agrees that the Work shall not commence, nor any costs to be paid with HOME funds be incurred or obligated by any party, prior to execution of this Agreement by the Department, completion of all required environmental clearances, and compliance with all applicable conditions of this Agreement.

There are two exceptions to this requirement:

- 1) First, administrative expenses for eligible NEPA compliance work may be incurred prior to the execution of this Agreement.
 - 2) Secondly, with Program Manager or Section Chief approval; other costs may also be incurred prior to the execution of this Agreement. Such costs may consist of procurement of administrative subcontractors, development of program guidelines, architectural, engineering and other professional services required to prepare plans, drawings, specifications, or work write-ups that are incurred not more than 24 months prior to the project being set up in HUD's Integrated Disbursement and Information System (IDIS).
- C. The HOME recipient agrees that the Work shall be completed by the expenditure date specified in Exhibit A, Section 5. This Agreement shall expire on the date set forth in Exhibit A, Section 5.

2. Sufficiency of Funds

- A. This Agreement is valid and enforceable only if sufficient funds are made available to the Department by the United States Government for the purposes of the HOME program. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or State Legislature, promulgated in state or federal regulations or any state or federal statute, as now in effect and as may be amended from time to time, which may affect the provisions, terms, or funding of this Agreement in any manner.
- B. The parties to this Agreement mutually agree that if the Congress does not appropriate sufficient funds for the HOME program, the Department, at its sole discretion, either may amend this Agreement to reflect any reduction in funds, or it may unilaterally cancel this Agreement with fourteen (14) days' written notice to the HOME recipient.

EXHIBIT D

- C. The Department may terminate this Agreement at any time for cause by giving fourteen (14) days' written notice to the HOME recipient. Cause shall consist of any violation of the HOME requirements; any terms and/or special conditions of this Agreement; upon the request of HUD; unreasonably low rate of expenditure; or upon a reduction in, restriction on, or elimination of the Department's expenditure authority by any governmental authority.
- D. Unless otherwise approved by the Department in writing, upon termination or cancellation of this Agreement, the HOME recipient shall complete all work in progress and terminate any other activities that were to be paid for with HOME funds. Any unexpended funds received by the HOME recipient shall be returned to the Department within fourteen (14) days of the Notice of Termination or Notice of Cancellation.
- E. The Department at its discretion, may require a partial disencumbrance of funds awarded when the HOME recipient has difficulty expending funds during the contract period, and it appears they will be unable to expend them prior to the expenditure deadline set forth in Exhibit A, Section 5.

3. Litigation

The HOME recipient shall notify the Department *immediately* of any claim or action undertaken by or against it, which affects or may affect this Agreement, the project, or the Department, and shall take such action with respect to the claim or action as is consistent with the terms of this Agreement and the interests of the Department.

4. Waivers

No waiver of any breach of this Agreement shall be held to be a waiver of any prior or subsequent breach. The failure of the Department to enforce at any time the provisions of this Agreement, or to require at any time performance by the HOME recipient of these provisions, shall in no way be construed to be a waiver of such provisions nor to affect the validity of this Agreement or the right of the Department to enforce these provisions. All waivers by the Department must be in writing and signed by an authorized official thereof in order to be effective.

5. HOME Recipient's Application for Funds

- A. HOME recipient has submitted to the Department an Application for funding under the HOME program. The Department is entering into this Agreement based on, and in substantial reliance upon, HOME recipient's facts, information, assertions and representations contained in that Application, and in any subsequent modifications or additions thereto approved by the Department in writing. The Application and any approved modifications and additions thereto are hereby incorporated into this Agreement.

EXHIBIT D

- B. HOME recipient warrants that all information, facts, assertions and representations contained in the Application and approved modifications and additions thereto are true, correct, and complete to the best of HOME recipient's knowledge, both when made and at the time of its execution of this Agreement. In the event that any part of the Application and any approved modification and addition thereto is untrue, incorrect, incomplete, or misleading in such a manner that would substantially affect the Department's approval, disbursement, or monitoring of the funding and the HOME loans and grants or activities governed by this Agreement, then the Department may declare a breach hereof and take such action or pursue such remedies as are provided for breach hereof. All representations and warranties, and indemnification obligations, shall indefinitely survive the expiration or earlier termination of this Agreement.

6. **Federal and State Laws and Regulations**

The HOME recipient is required to comply with all federal laws and regulations applicable to the HOME program, including any federal Uniform Administrative Requirements of 2 CFR Part 200 and all applicable HUD rules and regulations, including, without limitation, those contained in the HOME Grant-Based Accounting Interim Rule dated December 2, 2016 (the "Interim Rule") and any final rule related thereto.

7. **Community Housing Development Organization (CHDO) Roles and Capacity (if applicable)**

Pursuant to the requirements of 24 CFR 92.300, a Community Housing Development Organization doing homeownership activities must qualify as a developer. Housing for homeownership is "developed" by the Community Housing Development Organization if the Community Housing Development Organization is the owner in fee simple absolute and developer of new housing that will be constructed or existing substandard housing that will be rehabilitated for sale to low-income families in accordance with 24 CFR 92.254. To be the "developer", the Community Housing Development Organization must arrange financing of the project and be in sole charge of the construction.

Pursuant to the requirements for a Community Housing Development Organization, as defined under 24 CFR 92.2, no HOME funds may be awarded to a Community Housing Development Organization for development activities, where it cannot demonstrate housing development experience to work on the HOME assisted project(s) for which it seeks funds.

8. **Financial Accountability Standards**

The HOME recipient shall comply with the financial accountability standards set forth in 2 CFR Part 200. The Department will confirm compliance as evidenced by any of the following:

- A. A notarized statement by the HOME recipients Executive Director or Chief Financial officer;
- B. A certification from a certified public accountant; and,

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C. A HUD-approved audit summary.

9. Procurement Standards

The HOME recipient shall establish procurement procedures to ensure that materials and services are obtained in a cost-effective manner. When procuring for services, including but not limited to, architectural, engineering, surveying, consulting firms, title companies, or general contractors, that are to be provided under, or a part of, this Agreement, the HOME recipient shall comply at a minimum with the procurement standards at 24 CFR 200.317-326. The awarding of contracts shall also comply with the conflict of interest provisions of 24 CFR 92.356. In keeping with the aforementioned requirements, subcontractors who are hired by a HOME recipient to perform specific administrative tasks and/or administer the local HOME program cannot also be the developers and/or owners of a HOME-assisted program or project unless approved in writing in advance by HUD.

10. Project Requirements

The HOME recipient shall comply with 24 CFR 92, Subpart F as applicable, in accordance with the type of project assisted.

A. Maximum Per Unit Subsidy Amount and Subsidy Layering

In accordance with 24 CFR 92.250 and Section 8207 of the state HOME Regulations, the HOME recipient shall demonstrate to the Department, in a format identified by the Department, that the amount of HOME funds invested on a per-unit basis shall not exceed the limits established by HUD federal standard that apply to the area where the housing is located, and that the HOME funds in combination with other financing and assistance, is not more than is necessary to provide quality affordable housing that is financially viable for the required federal period of affordability in 24 CFR 92.292.

The HOME recipient shall provide a formal certification concerning the governmental assistance provided or to be provided to a project. If no such governmental assistance is to be provided at the time of the application or in the future, the HOME recipient shall certify to that fact. The HOME Recipient must also certify that should other governmental assistance be sought in the future, the Department must be promptly notified. Activities assisted under this Agreement are subject to the underwriting and subsidy-layering requirements established by the Department for each activity pursuant to the requirements of 24 CFR 92.250 and 92.254.

For homeowner activities, the home sale price must be determined through an appraisal and any applicable underwriting standards meeting the specifications approved by the Department in the CHDO program guidelines. The sales price must also be subject to the Maximum Purchase Price Limits approved by the Department pursuant to 24 CFR 92.254.

For all First-Time Homebuyer activities, the HOME recipient shall submit the Closing Disclosure (settlement statement from the escrow company) at the same time the Individual Project Set-Up Report is submitted to the Department.

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B. Maximum Purchase Price/After Rehabilitation Value Limits

Homebuyer acquisition and/or rehabilitation activities shall meet the Maximum Purchase Price/After-Rehabilitation Limits published or otherwise approved by the Department pursuant to the requirements set forth in 24 CFR 92.254.

C. Property Standards

The HOME recipient shall ensure that all housing units meet the property standards in 24 CFR 92.251. All rental housing shall be maintained in compliance with 24 CFR 92.251 for the duration of the affordability period.

The HOME recipient shall ensure that upon project completion, housing rehabilitated with HOME funds meet applicable local rehabilitation standards or another rehabilitation standard meeting the requirements of 24 CFR 92.251. The HOME recipient shall ensure that the written scope of work must be in sufficient detail to establish the basis for a uniform inspection of the assisted housing to determine compliance with the requirements of this section. The HOME recipient shall review and approve all written cost estimates after determining that costs are reasonable. The HOME recipient shall conduct an initial property inspection to identify deficiencies that must be addressed, as well as progress and final inspections to determine that work was done in accordance with work write-ups.

The HOME recipient shall ensure that existing housing that will be acquired for homeownership must be decent, safe, sanitary and in good repair. At a minimum, this housing must meet all applicable State and local housing quality standards and code requirements, and contain no deficiencies set forth by HUD based on applicable Uniform Physical Condition Standards at 24 CFR 5.705. The HOME recipient shall inspect the housing and document this compliance based upon an inspection that is conducted no earlier than 90 days before the commitment of HOME assistance. If the housing does not meet these standards, the housing must be rehabilitated to meet these standards, or it cannot be acquired with HOME funds.

All housing occupied by tenants receiving HOME tenant-based rental assistance must meet the standards established in 24 CFR 982.401 or the successor requirements as established by HUD.

Construction of all manufactured housing including manufactured housing that replaces an existing substandard unit under the definition of 'reconstruction' at 24 CFR 92.2 must meet the Manufactured Home Construction and Safety Standards codified at 24 CFR part 3280. These standards preempt State and local codes, which are not identical to the federal standards for the new construction of manufactured housing.

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The HOME recipient shall ensure that manufactured housing assisted with HOME funds complies with applicable State and local laws or codes. In the absence of such laws or codes, the installation must comply with the manufacturer's written instructions for installation of manufactured housing units. All new manufactured housing and all manufactured housing that replaces an existing substandard unit under the definition of "reconstruction" must be on a permanent foundation that meets the requirements for foundation systems as set forth in 24 CFR 203.43f(c)(i). All new manufactured housing and all manufactured housing that replaces an existing substandard unit under the definition of "reconstruction" must, at the time of project completion, be connected to permanent utility hook-ups and be located on land that is owned by the manufactured housing unit owner or land for which the manufactured housing owner has a lease for a period at least equal to the applicable period of affordability. In HOME-funded rehabilitation of existing manufactured housing the foundation and anchoring must meet all applicable State and local codes, ordinances, and requirements or in the absence of local or state codes, the Model Manufactured Home Installation Standards at 24 CFR part 3285. Manufactured housing that is rehabilitated using HOME funds must meet HOME property standards requirements of this section, as applicable. The HOME recipient shall document this compliance in accordance with inspection procedures established pursuant to 24 CFR 92.251, as applicable.

D. Affordability

The HOME recipient shall ensure all assisted housing meets the minimum affordability period requirements as specified in 24 CFR 92.252 and Section 8208 of the state HOME Regulations for rental housing or 24 CFR 92.254 for homeownership, as applicable as shown below. For rental housing activities, the federal and state affordability periods run concurrently. HOME funds for activities that do not meet these affordability requirements are subject to recapture by the Department.

1) Rental Rehabilitation Activities:

Federal Minimum Period of Affordability (in Years)	20
State Minimum Period of Affordability (in Years)	55
State Minimum Period of Affordability for Projects developed on Native American Land (in Years)	50

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2) Rental Rehabilitation Activities:

Amount of HOME Assistance Per Unit	Rental Rehabilitation with or Without Acquisition	Rental Rehabilitation without Acquisition	Rental Rehabilitation with Acquisition	Rental Rehabilitation with Acquisition
	Federal Minimum Period of Affordability (in Years)	State Minimum Period of Affordability (in Years)	State Minimum Period of Affordability (in Years)	State Minimum Period of Affordability for projects developed on Native America Land (in Years)
More than \$40,000	15	20	55	50
\$15,000 to \$40,000	10	15	55	50
Less than \$15,000	5	10	55	50

3) Homeowner Activities:

Amount of HOME Assistance Per Unit	Federal Minimum Period of Affordability (in Years)	State Minimum Period of Affordability (in Years)
More than \$40,000	15	15
\$15,000 to \$40,000	10	10
Less than \$15,000	5	5

E. Income Determination

Households assisted under this Agreement must meet the income determination requirements of 24 CFR 92.203, including but not limited to the requirement to examine at least two months' source documentation evidencing annual income (e.g. wage statement, interest statement, unemployment compensation statement) when determining household income. In meeting these requirements, the income determination rules under 24 CFR Part 5 shall be used, including the Part 5 definition of income.

F. Fees and Other Project-Related Soft Costs

Pursuant to 24 CFR 92.214, fees such as loan servicing fees, origination fees, or other fees related to the cost of administering HOME funds cannot be charged to low-income beneficiaries except as expressly authorized by the Department pursuant to the requirements of this section. Pursuant to 24 CFR 92.206, other staff and overhead costs directly related to carrying out the project, such as work specifications preparation, loan processing, inspections, lead-based paint evaluations (visual assessments, inspections,

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and risk assessments), and other services related to assisting potential owners, tenants, and homebuyers cannot be charged to individual households. These costs may be charged to the project as Activity Delivery Costs for projects assisted with HOME funds or they may be charged as administrative and planning costs under 24 CFR 92.207, not to exceed the applicable limits specified in Exhibit A. Project-related soft costs incurred in assisting households who do not become HOME beneficiaries are eligible administrative and planning costs under 92.207.

G. Written Agreements

The HOME recipient shall enter into a written agreement that complies with the provisions of 24 CFR 92.504 with any other entity or individual to which it disburses HOME funds. This Agreement must be executed prior to providing the HOME funds.

All agreements, instruments and documents executed by or entered into by the HOME recipient or the borrower, if the HOME recipient is not the borrower, which materially affect the construction, refinancing, acquisition, operation, ownership, or maintenance of the project shall be subject to the written approval of the Department.

H. Providing Additional HOME Funds to a Project

Housing may be re-assisted by the HOME program in accordance with any of the following: upon expiration of applicable federal affordability period, within the exception detailed under 24 CFR 92.214 (a)(6), or under 24 CFR 92.502. Housing may also be re-assisted as permitted by federal waiver.

I. Repayment of Funds

If the HOME recipient either: (i) does not complete its project by the expenditure deadline set forth in Exhibit A Section 5, or (ii) before that date, fails to expend any funds the Department disburses to it pursuant the requirements applicable to the award of HOME funds granted herein, then the HOME recipient must repay ALL such disbursed HOME grant funds to the Department, (ii) forfeit and have no further rights or claim to any other remaining herein-granted HOME award funds, and (iii) consent to and facilitate as necessary the Department's use of all the foregoing referenced funds for any purpose, including as may be necessary to satisfy any Department obligation regarding repayment of those funds to the State's HOME Investment Trust Fund in accordance with 24 CFR 92.503(b). For example, if a HOME recipient receives a HOME grant of \$5,000,000.00 but is only disbursed and expends \$4,500,000.00 by the expenditure deadline referenced in the Standard Agreement, but has timely and completely finished the project in a manner which satisfies all applicable requirements for the granted award funds, then only the remaining unused funds be returned to the Department.

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Under other circumstances, if the housing does not meet the affordability requirement for the specified time period, the HOME recipient must repay all HOME funds to the local HOME account or the Department, as directed by the Department. Repayment of funds does not relieve the HOME recipient of the legal obligation to seek judicial enforcement of the security documents, or such other actions, as may be required to meet the affordability requirements.

J. Tenant-Based Rental Assistance

All households receiving Tenant-Based Rental Assistance (TBRA) must have a written lease with the owner of the rental housing for which the TBRA assistance is being provided that meets the lease requirements of 24 CFR 92.253.

Pursuant to 24 CFR 92.209, the rent standard for TBRA programs shall be the applicable local rent standard established under 24 CFR Part 982 for the Section 8 Housing Choice Voucher Program, unless annual written approval has been provided by the Department to use a rent standard based on local market conditions.

The HOME recipient must either establish the utility allowance by using the HUD Utility Schedule Model or otherwise determine the utility allowance for the project based on the types of utilities used at the project.

Pursuant to the requirements of 24 CFR 92.209, preferences in TBRA programs may be established for special needs populations and persons with disabilities consistent with the Department's Consolidated Plan and/or Annual Action Plan approved by HUD. These preferences will be subject to prior written approval by the Department.

HOME recipients may require recipients of TBRA to participate in a self-sufficiency program as a condition of selection for assistance or renewal of assistance; however, once assistance has been granted or renewed, the failure to continue participating in self-sufficiency services cannot be used as a basis for terminating assistance. Households receiving TBRA as relocation assistance cannot be required to participate in a self-sufficiency program as a condition of receiving assistance.

11. Equal Opportunity Requirements and Responsibilities

A. Executive Order 11063 (1962)

This Order prohibits discrimination in the sale, leasing, rental, or other disposition of properties and facilities owned or operated by the federal government or provided with federal funds.

B. Executive Order 12892 (1994), as amended

This Order requires federal agencies to affirmatively further fair housing in their programs and activities.

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C. The Architectural Barriers Act of 1968, as amended (42 USC 4151 et seq.)

This Act requires that buildings and facilities designed, constructed, altered, or leased with certain federal funds after September 1969 must be accessible to and useable by handicapped persons.

D. Executive Order 12898, Environmental Justice (1994)

This Order requires that each federal agency conduct its program, policies, and activities that substantially affect human health or the environment in a manner that does not exclude persons based on race, color, or national origin.

E. Affirmative Marketing

For homebuyer projects and rental projects having five (5) or more HOME-assisted units, the HOME recipient shall adopt and follow affirmative marketing procedures that provide information, through the implementation of an outreach-marketing program, to attract all eligible persons in the area to the HOME housing without regard to race, color, national origin, sex, religion, familial status, or disability. This affirmative marketing includes, but is not limited to, a minority outreach program to ensure the inclusion, to the maximum extent possible, of minorities and women, and entities owned by minorities and women, as required by 24 CFR 92.351.

These affirmative marketing procedures shall be approved by the Department in accordance with the requirements of 24 CFR 92.351. If the Department has permitted the project owner to limit tenant eligibility or have a tenant preference in accordance with 24 CFR(92.253(d)(3), the affirmative marketing procedures must apply in the context of the limited/preferred tenant eligibility for the project, and the project must market widely in an effort to reach all persons in the market area who may qualify for the limited/preferred tenant eligibility.

F. Tenant Protections and Selection

- 1) Pursuant to 24 CFR 92.253, there must be a written lease between the tenant and the owner of rental housing assisted with HOME funds that is for a period of not less than one year, unless by mutual agreement between the tenant and the owner, a shorter period is specified.
- 2) The lease must not contain any of the prohibited lease terms in 24 CFR 92.253(b).
- 3) Tenant leases may be terminated pursuant to the terms of 92.235(c).
- 4) Preferences for special needs population in HOME assisted housing must be approved by the Department in accordance with the terms of 24 CFR 92.253(d)(3).

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G. Section 504 of the Rehabilitation Act of 1973 and the "504 Coordinator"

The HOME recipient agrees to implement the Rehabilitation Act of 1973, as amended, and its regulations, 24 CFR 8. For HOME recipients with fifteen (15) or more permanent, full-or part-time employees, this includes but is not limited to, the designation of a specific person charged with local enforcement of this Act, as the "504 Coordinator".

H. The Civil Rights and Age Discrimination Acts Assurances

During the performance of this Agreement, the HOME recipient assures that no otherwise qualified person shall be excluded from participation or employment, denied program benefits, or be subjected to discrimination based on race, color, national origin, sex, age, handicap, familial status, religion, or belief, under any program or activity funded by this contract, as required by Title VI of the Civil Rights Act of 1964, the Fair Housing Act (42 USC 3601-20) and all implementing regulations, and the Age Discrimination Act of 1975 and all implementing regulations.

I. The Training, Employment, and Contracting Opportunities for Business and Lower Income Persons Assurance of Compliance (Section 3)

- 1) The Work to be performed under this Agreement is on a project, or projects, assisted under a program providing direct federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, (12 U.S.C. 1701u). Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area and contracts for Work in connection with the project be awarded to businesses, which are located in, or owned in substantial part by persons residing in the area of the HOME project.
- 2) The parties to this agreement shall comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of HUD set forth in 24 CFR 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this agreement. The parties to this Agreement certify and agree that they are under no contractual or other disability, which would prevent them from complying with these requirements.
- 3) The HOME recipient shall send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice informing the said labor organization or worker's representative of the HOME recipient's commitments under the Section 3 clause and shall post copies of the notice in conspicuous places available to said employees and applicants for employment or training.
- 4) The HOME recipient shall include these Section 3 clauses in every contract and subcontract for Work in connection with the project and shall, at the direction of the Department, take appropriate action pursuant to the contract upon a finding that the HOME recipient or any contractor or subcontractor is in violation of regulations issued by the Secretary of HUD, 24 CFR 135, and shall not let any

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contract unless the HOME recipient or contractor or subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

- 5) Compliance with the provisions of Section 3, the regulations set forth in 24 CFR 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of the Agreement shall be a condition of the federal financial assistance provided to the HOME project, binding upon the HOME recipient, its successors, and assigns. Failure to fulfill these requirements shall subject the HOME Recipient, its contractors and subcontractors, its successors, and assigns to those sanctions specified by the Agreement through which federal assistance is provided, and to such sanctions as are specified by 24 CFR 135.

J. Assurance of Compliance with Requirements Placed on Construction Contracts of \$10,000 or More

All solicitations for bids and all construction contracts and subcontracts of \$10,000.00 or more issued by the HOME recipient are required to include the following:

- 1) The Notice of Requirement for Affirmative Action to ensure Equal Employment Opportunity (Executive Order 11246) The HOME recipient furthermore agrees to insert the appropriate Goals and Timetables issued by the U.S. Department of Labor in such contracts and subcontracts as required by Executive Order 11246;
- 2) The Standard Equal Opportunity Clause (41 CFR 60 - 1.4); and,
- 3) The Standard Equal Employment Opportunity Construction Contract Specifications (41 CFR) 60 - 4.3).

K. Assurance of Compliance with the “Violence Against Women Reauthorization Act of 2013” (VAWA) (S.47 - 113th Congress (2013-2014)) (as amended or reauthorized) Title VI - Safe Homes for Victims of Domestic Violence, Dating Violence, Sexual Assault, and Stalking – Sec. 601-603. See also 81 CFR 80724.

VAWA provides housing protections for survivors of domestic and dating violence, sexual assault, and stalking when it comes to finding and keeping a home, they can feel safe in.

VAWA applies for all victims of domestic violence, dating violence, sexual assault, and stalking, regardless of sex, gender identity, or sexual orientation, and which must be applied consistently with all nondiscrimination and fair housing requirements. VAWA now expands housing protections to HUD programs beyond HUD’s public housing program and HUD’s tenant-based and project-based Section 8 programs. VAWA now provides enhanced protections and options for victims of domestic violence, dating violence, sexual assault, and stalking.

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During the performance of this Agreement, the HOME Recipient shall assure that all requirements of VAWA are complied with, including but not limited to, the following:

- 1) Domestic Violence survivors are not denied assistance as an applicant, or evicted or have assistance terminated as a tenant, because the applicant or tenant is or has been a victim of domestic violence, dating violence, sexual assault, and stalking.
- 2) It will implement an 'emergency transfer plan' which allows for domestic violence survivors to move to another safe and available unit if they fear for their life and safety.
- 3) It will provide "Protections against denials, terminations, and evictions that directly result from being a victim of domestic violence, dating violence, sexual assault, or stalking, if the applicant or tenant otherwise qualifies for admission, assistance, participation, or occupancy."
- 4) It will implement a 'Low-barrier certification process' where a domestic violence survivor need only to self-certify in order to document the domestic violence, dating violence, sexual assault, or stalking, ensuring third party documentation does not cause a barrier in a survivor expressing their rights and receiving the protections needed to keep themselves safe.

12. **HUD Smoke-Free Policy, Rental Projects Only**

The HOME recipient shall comply, to the extent applicable, with all terms, conditions, and requirements of the Department of Housing and Urban Development's "Smoke-Free Public Housing" policy set forth in 24 CFR Part 965, Subpart G.

13. **Environmental Review**

The HOME recipient shall comply with the National Environmental Policy Act (NEPA) contained in 42 USC 4321-4347 and the implementing regulations at 24 CFR 50 and 58. No actions by any party (including the HOME recipient, the developer, owner, or sponsor) shall be undertaken for any activity that would have an adverse environmental impact or limit the choice of reasonable alternatives under 24 CFR 58.22 until HUD or the Department has issued an environmental clearance. Prior to the commitment of funds, the HOME recipient shall submit to the Department the required NEPA documents for approval, unless the Department has waived this requirement in writing.

First-Time Homebuyer Acquisition with Rehabilitation (FTHB):

If the HOME recipient is working under an existing FTHB Authority to use Grant Funds, the HOME recipient must submit project specific tier two (2) environmental review documentation to the Department for review, prior to committing funds to the project; otherwise, a Statutory worksheet with supporting documentation is necessary.

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Owner-Occupied Rehabilitation (OOR):

If the HOME recipient is working under an existing OOR Authority to use Grant Funds, the HOME recipient must submit project specific tier two (2) environmental review documentation to the Department for review, prior to committing funds to the project; otherwise, a Statutory Worksheet with supporting documentation is necessary.

14. Displacement, Relocation, and Acquisition

The HOME recipient shall comply with the federal displacement, relocation, and real property acquisition rules governing the HOME Program, which are contained in the Uniform Relocation Act, with implementing regulations at 49 CFR 24; and Section 104 (d) of the Housing and Community Development Act of 1974, as amended, with implementing regulation at 24 CFR 92, and applicable State HOME Regulations.

15. Labor Standards/Prevailing Wage

A. Federal Requirements:

- 1) The HOME recipient agrees to comply with the requirements of the United States Department of Labor and the Secretary of Labor in accordance with the Davis-Bacon and related Acts as amended, the provisions of Contract Work Hours and Safety Standards Act (40 USC 3701 et seq. (with implementing regulations at 29 CFR 5 and 29 CFR 1926) and all other applicable federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The HOME recipient agrees to comply with the Copeland Anti-Kick Back Act (18 USC 874 et seq. and 40 USC 276(c) with implementing regulations at 29 CFR 3). The HOME recipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Department for review upon request.
- 2) All contracts for new construction or rehabilitation projects with twelve (12) or more HOME-assisted units shall comply with HUD requirements pertaining to such contracts and the applicable requirements of the U.S. Department of Labor regulations at 29 CFR 1, 3, 5, and 7, which govern the payment of wages and the ratio of apprentices and trainees to journey workers. If, however, there are wage rates imposed by State or local law that are higher than those required under such regulations, nothing herein is intended to relieve the HOME recipient or any contractor/subcontractor of their obligation, if any, to require payment of the higher wage. The HOME recipient shall cause or require to be inserted in full, in all such contracts subject to said regulations, provisions meeting the requirements of this paragraph, HUD's Federal Labor Standards Provisions form HUD-4010 (06/2009), or its revised replacement that meet the requirements of this paragraph. All said contracts shall also comply with the provisions of 24 CFR 92.354.

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B. State Requirements

When funds provided through this Agreement are used for construction work, or in support of construction work, the HOME recipient shall ensure that the requirements of Chapter 1 (commencing with Section 1720) of Part 7 of the State of California Labor Code (State Labor Code) (pertaining to the payment of prevailing wages and administered by the California Department of Industrial Relations) are met.

For the purposes of this requirement "construction work" includes, but is not limited to, rehabilitation, alteration, demolition, installation or repair done under contract and paid for, in whole or in part with HOME funds. All construction work shall be done through the use of a written contract (the "construction contract") with a properly licensed building contractor incorporating these requirements. When the construction contract is between the HOME recipient and a licensed contractor, the HOME recipient shall serve as the "awarding body" as defined in the State Labor Code. When the HOME recipient provides funds to a third party that will enter into the construction contract with the licensed building contractor, the third party shall serve as the "awarding body". The construction contract and any amendments thereto shall be subject to the prior written approval of the Department. Prior to any disbursement of funds, including but not limited to, release of any final retention payment, the Department may require a certification from the awarding body that prevailing wages have been or will be paid as required by Section 1720 of the State Labor Code.

16. Lead-Based Paint Hazards

Assistance provided under this Agreement is subject to the Lead-Based Paint Poisoning Prevention Act and subsequent amendments; and to HUD Lead-Based Paint Regulations found at 24 CFR 35, et al.

17. Conflicts of Interest

The HOME recipient shall comply with the conflict of interest provisions in 24 CFR 92.504(c)(3)(v)(E) and 24 CFR 92.356(f) for the award of rental units; 24 CFR 92.356(b-e) the award of contracts and 24 CFR 92.356(f) for the award of homebuyer units. Section 24 CFR 92.356 prohibits, in part, that any employee, agent, consultant, officer or elected or appointed official, "who exercise or have exercised any functions or responsibilities with respect to activities assisted with HOME funds or who are in a position to participate in a decision making process or gain inside information with regard to these activities, may obtain a financial interest or benefit from a HOME-assisted activity, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter."

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18. Interest of Certain Federal Officials

No member of or delegate to the Congress of the United States, and no resident commissioner, shall be admitted to any share or part of this Agreement or to any benefit to arise from the same.

19. Certification Regarding Lobbying (Byrd Amendment)

- A. The HOME recipient shall require that the language of this certification contained in Subpart C below be included in the award documents for all subawards (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- B. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and no more than \$100,000.00 for such failure.
- C. "The undersigned certifies, to the best of his or her knowledge and belief, that:
 - 1) No federal appropriated funds have been paid or shall be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
 - 2) If any funds other than federally appropriated funds have been paid or shall be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard For-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions."

20. Bonus or Commission Prohibition

The assistance provided under this Agreement shall not be used in the payment of any bonus or commission for the purpose of obtaining Department approval of the application for such assistance, or Department approval of the applications for additional assistance, or any other approval or concurrence of the Department required under this Agreement, Title II of the Cranston-Gonzalez National Affordable Housing Act of 1990, or State regulations with respect thereto; provided, however, that reasonable fees for bona fide technical, consultant, managerial or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as program costs.

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21. Leverage and Matching Funds

The HOME recipient shall provide leverage and matching funds, in an amount not less than that specified in Exhibit A of this Agreement.

22. Contractors and Subcontractors - State Requirements

- A. The HOME recipient shall not enter into any agreement, written or oral, with any construction contractor without determination of the construction contractor is duly licensed and eligible to perform the work being contracted for. A construction contractor or subcontractor is not eligible to receive HOME funds if not actively licensed and in good standing with the State of California as determined by the Department.
- B. The Department reserves the right to review and approve any contracts or agreements executed by the HOME recipient related to any HOME-assisted projects.
- C. The contract between the HOME recipient and any construction contractor shall require the construction contractor and its subcontractors, if any, to:
 - 1) Perform the Work in accordance with federal, state and local housing and building codes, regulations and statutes;
 - 2) Provide adequate security to assure completion of the project and payment of project costs by furnishing the borrower and construction lenders with Performance and Payment Bonds;
 - 3) Comply with the applicable Labor Standards/Prevailing Wage Provisions of Paragraph 15 of this Exhibit;
 - 4) Comply with the applicable Equal Opportunity Requirements described in Paragraph 11 of this Exhibit;
 - 5) Maintain at least the minimum State-required Workers' Compensation Insurance for those employees who shall perform the Work or any part of it; and,
 - 6) Maintain, if so required by law, unemployment insurance, disability insurance and liability insurance in an amount to be determined by the Department, which is reasonable to compensate any person, firm, or corporation who may be injured or damaged by the contractor or any subcontractor in performing the Work or any part of it.

23. Contractors and Subcontractors - Federal Non-Debarment Certification

- A. As a condition of receipt of federal funds under this Agreement, the HOME recipient and all of its contractors and their subcontractors are required to provide the certification set forth below in Paragraph E and include this certification in their contracts.

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- B. This certification is required by the federal government and contains terms defined in Executive Order 12549, a copy of which is available from the Department. For purposes of this Agreement:
- 1) "prospective lower tier participant" refers to the HOME recipient and any other party or person that shall receive funds from this Agreement, such as general contractors and their subcontractors;
 - 2) "lower tier transaction" refers to contracts let by the HOME recipient or HOME recipient's contractors utilizing funds provided through this Agreement; and
 - 3) "this proposal" refers to the HOME recipient's HOME application and any bid or application from a prospective lower tier participant.
- C. By signing this Agreement, the HOME recipient is providing the certification set forth below. The HOME recipient shall provide immediate written notice to the Department if at any time the HOME recipient learns that its certification was erroneous when submitted or has become erroneous.
- D. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions:
- 1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency, and
 - 2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.
- E. By signing this Agreement, the HOME recipient agrees that it shall not knowingly enter into any lower tier transaction with a person or entity that is proposed for debarment under 48 CFR 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction.
- F. By signing this Agreement, the HOME recipient agrees that it shall include the above certification in all lower tier transactions to which it is a part; and it shall require that each of its contractors include the certification in their subcontracts.

24. Faith-Based Activities

The HOME recipient shall comply with the requirements of 24 CFR 92.257 and 24 CFR 5.109, which provide in part, that "Organizations that are directly funded under the HOME program may not engage in inherently religious activities, such as worship, religious instruction, or proselytization, as part of the assistance funded under this part." HOME funds and activities must be separate in time and location from explicitly religious activities.

EXHIBIT D

25. Insurance

- A. The HOME recipient shall have and maintain in full force and effect during the term of this contract:
- 1) Comprehensive general liability insurance in the amount of not less than one million dollars (\$1,000,000.00);
 - 2) Worker's compensation insurance; and,
 - 3) Other forms of insurance, at such levels, as may be determined by the HOME recipient and the Department to be necessary for specific components of the Work listed in Exhibit A.
- B. The HOME recipient agrees to furnish satisfactory evidence of the above listed insurance coverage to the Department prior to the commencement of any work and thereafter from time to time upon the Department's request. Insurance coverage shall not be canceled or changed unless written notice is sent to the Department thirty (30) days prior to the effective date of the action. The Department reserves the right to waive or modify these insurance coverage requirements upon demonstration of cause satisfactory to the Department, and contingent upon the HOME recipient providing evidence of an alternative to conventional insurance sufficient to provide equivalent protection.

26. Records

- A. The HOME recipient shall maintain necessary and sufficient recordkeeping for the program, project, financial, program administration, and federal records as required and specified in 24 CFR 92.508, for review and inspection by the Department.
- B. All records specified in 24 CFR 92.508 shall be retained for the time periods specified in Section 32 below. These records shall include, but are not limited to the following: (i) a full description of each project assisted with HOME funds, including the location (address of each unit), form of HOME assistance, and the units or tenants assisted with HOME funds; (ii) the source and application of funds for each project, including supporting documentation in accordance with 2 CFR Part 200; and records to document the eligibility and permissibility of the project costs; (iii) records demonstrating that each project meets the minimum per-unit subsidy amount of 92.205(c), the maximum per-unit subsidy amount of 92.250(a), and the subsidy layering and underwriting evaluation adopted in accordance with 92.250(b); (iv) records (e.g., inspection reports) demonstrating that each project meets the property standards of 92.251 at project completion; (v) records demonstrating that each tenant-based rental assistance project meets the written tenant selection policies and criteria of 92.209 (c), including any targeting requirements, the rent reasonableness requirements of 92.209 (f), the maximum subsidy provisions of 24 CFR 92.209(h), property inspection reports and calculation of the HOME subsidy and (vi.) records (written agreements) demonstrating compliance with the written agreement requirements in 92.504.

EXHIBIT D

- C. If so, directed by the Department upon termination of this Agreement, the HOME recipient shall cause all records, accounts, documentation and all other materials relevant to the Work to be delivered to the Department as depository.

27. Reporting

- A. Commencing with the effective date of this Agreement and continuing through the acceptance of the Project Completion Report in IDIS and no later than thirty days after the end of each calendar quarter, the HOME recipient shall submit a quarterly performance report to the Department on forms provided by the Department.
- B. For "Rental Project" and "First-Time Homebuyer Project" activities, commencing with the effective date of this Agreement and continuing through the acceptance of the Project Completion Report in IDIS and no later than the tenth business day of the following month, the HOME recipient shall submit a "State HOME Project Monthly Status Report " to the Department on forms provided by the Department. Unless otherwise waived in writing by the Department such reporting shall begin in the second month following execution of the Agreement and shall continue through receipt and approval by the Department of the "Project Completion Report".
- C. Upon project completion, and annually thereafter during the required period of affordability, the HOME recipient shall submit on an annual basis to the Department all HOME monitoring documentation necessary to ensure that HOME recipients are in continued compliance with federal and state regulations. Such documentation requirements and the annual submission deadline shall be provided by the Department.
- D. Upon acceptance of the Project Completion Report in IDIS and throughout the affordability period, the HOME recipient shall submit on July 1, and no later than July 31, an Annual Performance Report on a form provided by the Department.

28. Breach and Remedies

- A. HOME recipient's failure to comply with, or HOME recipient's failure to assure that all recipients of HOME funds comply with, applicable state and federal HOME rules and regulations.
- B. Use of, or permitting the use of, HOME funds provided under this Agreement for any ineligible costs or for activities not approved under this Agreement.
- C. Any failure to comply with the deadlines set forth in Exhibit A.
- D. HOME recipient's failure to assure that the appropriate security documents and lien agreements applicable to the Work are executed and, where appropriate, recorded.
- E. HOME recipient's failure to monitor the progress of the Work and the activities of any recipient of HOME funds provided under this Agreement in a commercially reasonable manner.

EXHIBIT D

- F. HOME recipient's failure to exercise commercially reasonable due diligence in the enforcement of the security documents and lien agreements.
- G. Lack of continued capacity to carry out the approved Work either on behalf of the HOME recipient or by the HOME recipient named in this Agreement.
- H. In addition to any other remedies that may be available to the Department in law or equity for breach of this Agreement, the Department, after written notice and reasonable time to cure, may:
 - 1) Bar the HOME recipient from applying for future HOME funds;
 - 2) Revoke any other existing HOME award(s) to the HOME recipient;
 - 3) Withhold any funds remaining undisbursed under this Agreement;
 - 4) Require the return of any unexpended HOME funds disbursed under this Agreement;
 - 5) Require repayment of HOME funds disbursed and expended under this agreement;
 - 6) Require the immediate return to the Department of all funds derived from the use of HOME funds including, but not limited to program income, recaptured funds and returned funds; and,
 - 7) Require the HOME recipient to assign the security documents and lien agreements for the Work to the Department.
- I. All remedies available to the Department are cumulative and not exclusive.

29. Inspections

- A. Before a project can be designated as completed in IDIS, the Department or qualified third party shall perform an on-site inspection of HOME-assisted housing to determine that all contracted Work has been completed and that the project complies with the property standards of 24 CFR 92.25; ensure that the Work has been performed in accordance with the applicable federal, state and/or local requirements, the construction contract, and this Agreement. The HOME Recipient agrees to require that all Work found by such inspections not to conform to the applicable requirements be corrected, and to withhold payment to the construction contractor or subcontractor until it is so corrected.
- B. The Department reserves the right to inspect the property at any time during the period of construction and throughout the period of affordability.

EXHIBIT D

30. Project Site

Notwithstanding any provision in this Agreement, the parties hereto further agree and acknowledge that this Agreement does not constitute a commitment of funds or approval of a project site, and that such a commitment of funds or an approval of a project site may occur only upon satisfactory completion of environmental review and receipt by the HOME recipient of a signed Authority to Use Grant Funds.

31. Security Documents and Lien Agreements

Prior to the initial disbursement of any HOME funds encumbered by this Agreement, the documents described in this paragraph shall be entered into, executed and where appropriated, acknowledged and recorded. The documents described in subsections "A" through "E" shall be provided to the Department upon request.

The HOME recipient shall comply with and fulfill its obligations under all the applicable documents called for in this agreement. Any breach or violation by the HOME recipient or HOME recipient's successor-in-interest of any provision of any of the required documents shall constitute a breach or violation of this agreement and shall be subject to the remedies provided herein.

- A. HOME funds shall be disbursed in the form of loans except for funds disbursed for the purposes set forth in the Department HOME Regulations Section 8205(b)(2), which shall be provided in the form of a grant. The HOME recipient shall ensure that all loans made by the HOME recipient are evidenced by a promissory note, the repayment of which is secured by a deed of trust to be recorded on the property being assisted, or by other security approved by the Department in writing. The HOME recipient agrees that all said documents shall be executed and where appropriate, recorded, prior to disbursement of funds to the project and shall contain the applicable minimum affordability period set forth in 24 CFR 92.252 and Section 8208 of state HOME Regulations for rental housing or 24.92.254 for homeownership, as applicable. If the HOME-assisted rental housing does not meet the minimum affordability period, repayment of the HOME funds to the Department is required. HOME assisted rental housing must continue to meet the affordability requirements as specified therein, regardless of whether HOME funds are repaid.
- B. For owner-occupied housing projects, if HOME funds are to be disbursed prior to acquisition of lots or units by individual homeowners, the promissory note shall be executed by the HOME recipient in favor of the Department and secured by a blanket deed of trust executed by the fee owner(s) of all lots upon which the project will take place. Said deed shall be recorded in the office of the county recorder for the county in which the project will be located and shall have priority over other liens, encumbrances and other matters of record except as may be approved by the Department. At the time individual lots or units are sold to individual buyers, each individual owner-occupant borrower shall enter into a loan agreement setting forth the terms and conditions under which the loan of HOME funds is being made, including those provisions necessary to ensure either that the property being assisted with HOME funds remains affordable, or that HOME funds are recaptured upon sale of the property, as required by 24 CFR 92.254.

EXHIBIT D

- C. For Rental housing project loans, the promissory note shall be secured by a deed of trust and assignments of rents with power of sale, executed by the owner of the fee estate of the real property upon which the project shall be located naming the Department as beneficiary. If the HOME recipient has been approved by the Department to receive repayment by Section 8206.1 of Title 25 of the California Code of Regulations, the HOME recipient shall be designated as the lender and the beneficiary. If the project shall be on a leasehold, the promissory note shall also be secured by a deed of trust and assignment of rents with power of sale recorded in the county in which the project is located, and each shall have priority over other liens, encumbrances and other matters of record except as may be approved by the Department.

The HOME recipient and the borrower, if the HOME recipient is not the borrower, shall enter into a regulatory agreement with the Department governing the ownership, occupancy, management, maintenance and operation of the project for a period not less than the minimum period of affordability as required by 24 CFR 92.252(e). The regulatory agreement, or memorandum thereof, shall be recorded against the borrower's estate in the real property upon which the project is located and, if the borrower's estate is a leasehold, shall also be recorded against the fee estate. The recording shall be in the office of the county recorder for the county in which the project is located and each shall have priority over other liens, encumbrances and other matters of record except as may be approved by the Department.

- D. Where proceeds of the home loan will be used as construction financing, the HOME recipient and the borrower, if the HOME recipient is not also the borrower, shall enter into a development agreement with the Department governing the Work to be performed and the use and disbursement of the proceeds of the HOME loan.
- E. The HOME recipient and/or the borrower, if the HOME recipient is not also the borrower, shall execute and enter into those additional agreements and documents as the Department may deem reasonable and/or necessary to meet the program requirements and the terms and conditions (including the special conditions set forth in Exhibit E Special Conditions) of this Agreement. Said additional agreements and documents shall be subject to the approval of the Department in its discretion and shall include, but not be limited to:
- 1) A construction contract with the approved general building contractor for the approved work;
 - a) A Department-approved construction contract addendum with the general building contractor;
 - b) If applicable, an agreement with a California-licensed architect for approved work;
 - c) For rental housing projects, a property Management Plan as required by the regulatory agreement; and,

EXHIBIT D

- 2) Any lender documents required as a result of third-party financing for the project.

32. Audit/Retention and Inspection of Records

- A. The HOME recipient agrees that the Department or its designee shall have the right to review, obtain, and copy all records and supporting documentation pertaining to performance of this Agreement. The HOME Recipient agrees to provide the Department or its designee with any relevant information requested and shall permit the Department or its designee access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees who might reasonably have information related to such records and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with California Government Code Section 8546.7. The HOME recipient further agrees to maintain such records for a period of five (5) years after the Department closes its HUD grant. NOTE: Record retention is based on *the Department's grant from HUD and the date it is closed by HUD*. Therefore, the HOME recipient shall contact the Department for the specific record retention date for this Agreement.

The HOME Recipient also agrees to include in any contract that it enters into in an amount exceeding \$10,000.00, a provision establishing the Department's right to audit the contractor's records and interview their employees. If the HOME recipient provides funds to for-profit owners or developers or other entity approved by the Department, the HOME recipient shall comply with the caveats and be aware of the penalties for violation of fraud and for obstruction of investigation as set forth in California Public Code Section 10115.10.

- B. An expenditure which is not authorized by this Agreement or which cannot be adequately documented shall be disallowed, and funds must be returned to the Department within sixty (60) days of discover by the HOME recipient unless the Department approves in writing an alternate plan.
- C. The determination by the Department of the eligibility of any expenditure shall be final.
- D. If requested by the Department pursuant to HOME regulation at Section 8516 of Title 25 of the California Code of Regulations, the HOME recipient shall cause to be performed a financial audit by an independent certified public accountant.
- 1) The HOME recipient shall notify the Department of the auditor's name and address immediately after the selection has been made. The contract for audit shall allow access by the Department to the independent auditor's working papers.

EXHIBIT D

- 2) The HOME recipient shall submit one copy of all required audit reports to the Department within the earlier of thirty (30) days after receipt of the auditor's report or nine months after the close of the required audit period unless a longer period is agreed to in advance by the Department to:

Department of Housing and Community Development
Division of Financial Assistance
ATTN: HOME Long-Term Monitoring
P. O. Box 94252
Sacramento, CA 94252-2050

- E. Pursuant to 2 CFR 200 Sub-Part F, a HOME recipient who received in excess of \$750,000.00 in federal funds annually, shall cause to be performed an annual single or program-specific audit conducted for that year by the close of each fiscal year in which this Agreement is in effect, of the following:
- 1) The financial statements and a schedule of federal awards and the auditor's report on the statements and the schedule;
 - 2) A written report of the independent auditor's understanding of the internal control structure and the assessment of control risk;
 - 3) The auditor's report on compliance; and,
 - 4) Other items as stipulated in 2 CFR 200 Sub-Part F.
- F. The audit shall be performed by an independent certified public accountant. Selection of an independent audit firm shall be consistent with procurement standards contained in 2 CFR Part 200.
- G. The HOME recipient shall notify the Department of the auditor's name and address immediately after the selection has been made. The contract for audit shall allow access by the Department to the independent auditor's working papers.
- H. The HOME Recipient shall submit three copies of all required audit reports to the State Controller's Office within the earlier of thirty (30) days after receipt of the auditor's report, nine months after the end of the required audit period, unless a longer period is agreed to in advance, to:

State Controller's Office
Division of Audits
Single Audit Unit
3301 C Street, Suite 705
Sacramento, CA 95816

EXHIBIT D

In addition, the HOME Recipient shall submit one (1) copy of the audit report within the same time frame described in this paragraph to:

Federal Audit Clearinghouse
Bureau of the Census
1201 E. 10th Street
Jeffersonville, IN 47132

- I. The performance of this Agreement by the HOME recipient shall be subject to examination and audit by the State Auditor pursuant to Government Code Section 8546.7.
- J. The HOME recipient is responsible for the completion of audits and all costs of preparing audits.
- K. If there are audit findings, the HOME recipient must submit a detailed response acceptable to the Department for each audit finding.
- L. The HOME recipient shall retain all books and records relevant to this Agreement for a minimum of five (5) years after the project completion, as evidenced by the certificate of occupancy or submittal of the HUD-required Completion Report whichever is later; except that:
 - 1) records of individual tenant income verifications, project rents inspections shall be retained for the most recent five (5) year period, until five (5) years after the affordability terminates; and,
 - 2) records relating to any and all audits or litigation relevant to this Agreement shall be retained for five years after the conclusion or resolution of the matter.

33. **Signs**

During the construction period of a project, the Department may place or require to be placed signs on the property stating that the HOME program is providing financing. The signs shall indicate in a typeface and size commensurate with its funding that the Department is a source of financing for the project, through the HOME program.

34. **Special Conditions-Contractors/Sub Contractors**

The HOME recipient agrees to comply with all conditions of this Agreement including the Special Conditions set forth in Exhibit E, if applicable. These conditions shall be met to the satisfaction of the Department prior to Project Set-Up or disbursement of funds, as appropriate. The HOME recipient shall ensure that all contractors and/or subcontractors are made aware of and agree to comply with all of the conditions of this Agreement and the applicable federal and state requirements governing the use of HOME funds. Failure to comply with these conditions may result in cancellation of this Agreement pursuant to the terms hereof.

EXHIBIT D

35. Conditional Reservation of Funds

Notwithstanding any provision in this Agreement, the parties hereto agree and acknowledge that this Agreement constitutes a conditional reservation of funds.

36. Federal Property Management Standards

The HOME recipient shall comply with the HUD property management standard.

37. Eligible Uses of Program Income

Program Income may be retained by the HOME recipient for the term of this Agreement provided the HOME recipient is in full compliance with all applicable HOME program requirements and must be placed in an interest bearing account as described in 24 CFR 92.500(c)(1).

Program Income shall be used for eligible activities as specified in the federal HOME regulations and as more specifically described at 24 CFR 92.2 and 92.503. HOME recipient shall obtain advance HOME management approval for the use of Program Income, and shall comply with all HOME program requirements including advance HOME set-up and NEPA approval, shall expend all program income prior to reimbursement for new grant funds from HCD, and shall report on the use of Program Income quarterly as long as the activities funded by this Agreement are still active, and annually thereafter.

38. HOME Recipient Predevelopment Loan Funds

- A. If HOME funds are provided to the HOME recipient to finance the costs of obtaining construction loan commitments, architectural plans and specifications, zoning approvals, engineering studies, and legal fees, the HOME recipient shall demonstrate, to the satisfaction of the Department, that it has, with regard to the project concerned, site control (evidenced by a deed, a sales contract, or an option contract to buy the property), a preliminary financial commitment, and a capable development team or a plan to hire a capable development team.
- B. Repayment of the HOME recipient predevelopment loan will be made to the Department, or a HOME recipient as approved by the Department, from construction loan proceeds or other project income. Such repayment may be waived by the Department, in whole or in part, if, in its sole discretion, the Department determines that there are impediments to the project development which are reasonably beyond the control of the HOME recipient. The HOME recipient may be required to enter into a predevelopment loan agreement prior to the disbursement of funds. This agreement will detail the use and repayment of funds, and other terms and conditions of the loan.

EXHIBIT D

39. Assignment of Agreement, Assignment of Loan Commitment

- A. This Agreement shall be binding on the parties hereto, their assigns, successors, administrators, executors and other representatives. This Agreement is not assignable, either in whole or in part, without the prior written approval of the Department, except that the HOME recipient may assign the conditional commitment of funds represented by this Agreement, without further approval of the Department, to a California limited partnership in which the HOME recipient is the sole managing general partner. Notwithstanding any such assignment, the HOME recipient shall remain liable for the performance of its obligations under this Agreement.
- B. This Agreement represents a conditional commitment of funds for accomplishment of the Work. This conditional commitment of funds shall not be assigned, in whole or in part, by the HOME recipient or any other entity which, pursuant to the Application or the description of the Work, anticipates receiving any funds encumbered by this Agreement without the prior express written consent of the Department.
- C. If the HOME recipient will be the owner during construction of the affordable housing project to be constructed using funds provided pursuant to this Agreement (i.e., the HOME recipient will be acting as either an "owner" or a "sponsor"), as those all or any portion of this Agreement or the completed Project shall, at a minimum, be conditioned on the following:
 - 1) The HOME recipient is in compliance with this Agreement;
 - 2) The successor-in-interest to the HOME recipient agrees to assume all obligations of the HOME recipient pursuant to this Agreement and the HOME program;
 - 3) The successor-in-interest demonstrates to the Department's satisfaction that it has the capability to own and operate the project in full compliance with all program requirements; and,
 - 4) Any terms of the sale, transfer, or conveyance will not threaten the Department's security or the successor-in-interest's ability to comply with all program requirements.
- D. If the HOME recipient has or will have a contractual obligation to a property owner, or a lessee under a long-term leasehold, to obtain financing, rehabilitate, or construct an affordable housing project using funds provided under this Agreement (i.e., the HOME recipient will be acting in the capacity of a "developer" as the term is defined by HUD), Department approval of an assignment of all or any portion of this Agreement including the conditional commitment of funds represented by this Agreement shall, at a minimum, be conditioned on the following:
 - 1) The HOME recipient is in compliance with this Agreement;

EXHIBIT D

- 2) The property owner or lessee demonstrates to the Department's satisfaction that it has the capability to own and operate the Project in full compliance with all program requirements;
- 3) The property owner or lessee agrees to assume all obligations of the HOME recipient pursuant to this Agreement and the HOME program which pertain to the ownership and operation of the project, including, but not limited to, execution of security documents and lien agreements; and,
- 4) Any terms of the sale, transfer, or conveyance will not threaten the Department's security or the property owner's or lessee's ability to comply with all applicable HOME program requirements.

40. Local Account

Unless the Department approves that the HOME recipient will be retaining funds in a HOME recipient's local account, matching funds and income resulting from the use of HOME funds (Program Income and Recaptured Funds) shall be forwarded to the Department for deposit to the state's local account. The use of all funds maintained in a local account must comply with 24 CFR 92.

41. State Contract Manual Requirements (Section 3.11, Federally Funded Contracts (Rev. 3/03):

- A. All contracts, except for State construction projects that are funded in whole or in part by the Federal government, must contain a 30-day cancellation clause and the following provisions:
- 1) It is mutually understood between the parties that this contract may have been written for the mutual benefit of both parties before ascertaining the availability of congressional appropriation of funds to avoid program and fiscal delays that would occur if the contract were executed after that determination was made.
 - 2) This contract is valid and enforceable only if sufficient funds are made available to the state by the United States Government for the purpose of this program. In addition, this contract is subject to any additional restrictions, limitations, or conditions enacted by the Congress or to any statute enacted by the Congress that may affect the provisions, terms, or funding of this contract in any manner.
 - 3) The parties mutually agree that if the Congress does not appropriate sufficient funds for the program, this contract shall be amended to reflect any reduction in funds.

The department has the option to invalidate the contract under the thirty (30) day cancellation clause or to amend the contract to reflect any reduction in funds.

EXHIBIT D

- B. Exemptions from provisions A.1 through A.4 above may be granted by the Department of Finance provided that the director of the state agency can certify in writing that federal funds are available for the term of the contract.
- C. GC § 8546.4(e) provides that state agencies receiving federal funds shall be primarily responsible for arranging for federally required financial and compliance audits, and shall immediately notify the Director of Finance, the State Auditor, and the State Controller when they are required to obtain federally required financial and compliance audits.

42. Pet Friendly Housing Act of 2017

Health and Safety Code SEC. 2. Section 50466 require each housing development that is financed on or after January 1, 2018 pursuant to this division, to authorize a resident of the housing development to own or otherwise maintain one or more common household pets within the resident's dwelling unit, subject to applicable state laws and local government ordinances related to public health, animal control, and animal anticruelty.

EXHIBIT E

SPECIAL CONDITIONS

These Special Conditions are specific for this Standard Agreement.

1. HOME funds may not be used for any homebuyer assistance loans until the Department has received HUD's approval of the HOME Recipient's proposed resale/recapture provisions.

EXHIBIT “D” – PROGRAM GUIDELINES

City of Yuba City Housing Rehabilitation and Homeownership Assistance Programs (PROGRAMS)

INSERT PROGRAM GUIDELINES HERE

CITY OF YUBA CITY

SINGLE-FAMILY HOUSING REHABILITATION ASSISTANCE PROGRAMS (HOME, CDBG, CalHome)

PROGRAM DESIGN AND PROCESS



HCD Version 07/2018

**CalHome Approved (date)
CDBG Approved (date)
HOME Approved 8/18/2020**

**CITY OF YUBA CITY
HOUSING REHABILITATION
PROGRAM GUIDELINES**

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HOUSING REHABILITATION
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**CITY OF YUBA CITY
HOUSING REHABILITATION
PROGRAM GUIDELINES**

Adopted 10/2/2018

1.0. GENERAL

The above-named entity, hereinafter referred to as the “Sponsor”, has entered into a contractual relationship with the California Department of Housing and Community Development (“HCD”) and/or the U.S. Department of Housing and Urban Development (“HUD”) to administer one or more HCD- or HUD-funded housing rehabilitation programs. The rehabilitation program described herein and hereinafter referred to as the “Program” is designed to provide assistance to eligible homeowners for correction of health and safety items, as well as code violations, located within the Program’s eligible area, as described in Section 3.0. The Program provides this assistance in the form of deferred or amortized payment loans used to finance the cost of necessary repairs that will provide the homeowner with a healthy, safe, sanitary and code compliant home, referred to herein as “housing unit”. The Program will be administered by the “Program Operator” as designated by the Sponsor.

1.1. PROGRAM OUTREACH AND MARKETING

All outreach efforts will be done in accordance with state and federal fair lending regulations to assure nondiscriminatory treatment, outreach and access to the Program. No person shall, on the grounds of age, ancestry, color, creed, physical or mental disability or handicap, marital or familial status, medical condition, national origin, race, religion, gender or sexual orientation, be excluded, denied benefits or subjected to discrimination under the Program. The Sponsor will ensure that all persons, including those qualified individuals with handicaps have access to the Program.

A. The Fair Housing Lender and Accessibility logos will be placed on all outreach materials. Fair housing marketing actions will be based upon a characteristic analysis comparison (census data may be used) of the Program’s eligible area compared to the ethnicity of the population served by the Program (includes, separately, all applications given out and those receiving assistance) and an explanation of any underserved segments of the population. This information is used to show that protected classes (age, gender, ethnicity, race, and disability) are not being excluded from the Program. A Fair Housing Marketing Plan can be found as Attachment D. Flyers or other outreach materials, in English and any other language that is the primary language of a significant portion of the area residents, will be widely distributed in the Program-eligible area and will be provided to any local social service agencies. The Program may sponsor homeownership education classes to help educate homeowners about credit, budgeting, predatory lending, foreclosure prevention and home maintenance, as well as future responsibilities.

B. Section 504 of the Rehabilitation Act of 1973 prohibits the exclusion of an otherwise qualified individual, solely by reason of disability, from participation under any

program receiving Federal funds. The Program Sponsor will take appropriate steps to ensure effective communication with disabled housing applicants, residents and members of the public.

1.2. APPLICATION PROCESS AND SELECTION

A. Waiting List/Homeowner Contact

The Sponsor will utilize a waiting list. In response to a homeowner's request, the homeowner is placed on the waiting list. Homeowners are offered the opportunity to qualify for assistance by waiting list priority (a first-come, first served basis).

The Program Operator will contact homeowners by mail and/or by telephone to advise of funding availability. The homeowner has 30 days to complete and return the loan application and supporting documentation. Should a homeowner fail to respond to the initial contact for assistance or to provide any of the required documentation within the 30-day period, the homeowner's name will be removed from the waiting list. If the homeowner desires assistance at a later time, he/she will be placed on the waiting list at that time.

Should the waiting list be exhausted, the Program will be marketed in accordance with the Sponsor's Marketing Plan. **See Attachment D.**

B. Application/Interview

An application packet is provided to the homeowner for completion and submittal to the Program Operator, along with supporting documentation. An interview is scheduled with the applicant. The Program is fully explained; application forms and documentation are reviewed. Verifications are obtained for income, assets, employment, benefits, and mortgage. Title report and appraisals are also obtained.

If the Program Operator encounters material discrepancies and/or misrepresentations, and/or there are income, asset, household composition, or other important questions that can't be resolved, the Sponsor reserves the right to deny assistance to the household. In this case, the applicant may re-apply after six months have elapsed from the time of written assistance denial.

C. Household Selection

Households selected for participation in the Sponsor's Housing Rehabilitation Program are those determined eligible upon completion of processes described in A. and B. above.

D. Initial Inspection/Work Write-Up/Estimate

Prospective units are inspected by the Program Operator, a certified housing inspector, or a Sponsor representative to determine eligibility and acceptability of

properties for participation in the Program.

If the home is a pre-1978 unit, the initial inspection will also include paint testing by a certified Lead-Based Paint (LBP) inspector/assessor or presumption of LBP. Code deficiencies will be corrected and if presumption is used or lead hazards are found they will be properly treated according to HUD regulations (Section 6.1.E & F) and cleared by a certified LBP inspector/assessor. **Note: CalHome-funded projects do not require LBP compliance. CDBG projects shall refer to Chapter 20, Lead-Based Paint Requirements for guidance in the CDBG Grant Management Manual.**

Measurements and observations are noted about the property, including special conditions with potential cost consequences (dilapidated outbuildings, absence of curb and gutter when required by code, etc.). A floor plan and site plan, as needed, are drawn for the home and property, including all appurtenances.

Findings are noted on an inspection form, and later used by the Program Operator to prepare the work write-up. Estimated costs are determined by the Program Operator who has years of experience in the building industry, and in reviewing contractor bids and verifying cost with materials suppliers. The homeowner reviews the completed work write-up and cost estimate, and the approved write-up is incorporated into bid documents.

E. Bid Solicitation

A bid walk-through date and time are scheduled. The homeowner may choose to solicit his/her own bids or request that the Program Operator solicit bids on his/her behalf. Invitations to bid are mailed to all eligible contractors on file in efforts to obtain three reasonable bids. Bid results will be provided to participating contractors.

Contractors must be licensed and bonded by the State of California Contractors Licensing Board. Contractors must also provide Program Operator with evidence of Workers' Compensation Insurance and Comprehensive General Liability and Property Damage Insurance with Combined Single Limits of at least \$1,000,000.

Cost reasonableness is determined by comparing the bids received with the cost estimate prepared by the Program Operator. Bids should be within 10% of the Program Operator's cost estimate, otherwise an explanation must be provided to the file for any bid selected exceeding 10% of the estimate. The homeowner is encouraged to accept the lowest reasonable bid.

The Program Operator determines eligibility of the contractor by contacting the State Contractors License Board and checking the Federal List of Debarred Contractors. The contractor is also required to provide a self-certification stating that he/she is not on the Federal debarred list. Once determined eligible, the contractor is then notified of provisional award of bid (pending loan approval).

Notices of non-award are mailed to participating contractors.

F. Loan Request/Approval

A report and loan request are prepared on behalf of the homeowner by the Program Operator. The loan request includes the cost of construction, a contingency fund, and other project costs (listed in Section 6.3.). Note: For HOME, the project costs listed in Section 6.3 are considered activity delivery costs to be paid by the Sponsor and may not be charged to the homeowner's loan. A Loan Review Committee meeting is scheduled to hear the loan request. The Loan Review Committee shall consist of at least 3 persons, including at least one city staff member. Section 1.3 provides additional information on the loan approval process. Once approved, loan documents are executed and the loan is funded.

G. Pre-Construction Conference

A pre-construction conference is scheduled with homeowner, contractor, and Program Operator. The Program Operator reviews the Owner-Contractor Construction Contract, including the work write-up, start date, pay schedule, and date of completion, with the homeowner and contractor. The construction contract and Notice to Proceed are executed.

H. Start-Up/Field Inspections

The Program Operator monitors date of start-up and performs field inspections on a regular basis. The Program Operator will visit the job site regularly in order to check the scope of work, inspect materials, and to confirm the job is on schedule and within budget. The Program Operator works with the Sponsor's Building Inspector to ensure the work meets building codes, while not exceeding funding limits.

The Program Operator reviews the work status with the homeowner and with the contractor in order to remedy any developing problems quickly and to ensure that both are satisfied with the construction process. At the completion of each phase, the Program Operator inspects the work and the homeowner authorizes contractor payments.

The Program Operator will refer back to original plans and specifications to verify the work was completed as contracted.

I. Change Orders

Written change orders are required when the homeowner requests any changes in the write-up, such as eliminating an item completely, eliminating one item and substituting another, or adding items. The change order will state the change and dollar value for the change. The change order must be signed by both the contractor and the homeowner, and submitted to the Program Operator for approval. If the change order exceeds the approved financing, the homeowner will be asked to provide additional funds or a report and request for additional funds may be

presented to the Sponsor's Loan Review Committee for approval prior to Program Operator signing-off on the change order.

J. Progress Payments

Ninety percent (90%) of the contract amount is distributed to the contractor in the form of progress payments during construction. The final ten-percent (10%) of the contract amount is set aside as a retention payment. The contractor requests a progress payment from the homeowner and notifies the Program Operator that he/she has done so. Upon favorable inspection by the homeowner, Program Operator, and Sponsor or Sponsor's Building Inspector, the payment authorization is signed by the homeowner and submitted for payment.

K. Final Inspections/Notice of Completion/Final Payment

When the project is completed, the Program Operator inspects the work item by item with the homeowner, the contractor, and/or the Sponsor. The Sponsor's Building Inspector performs a final inspection. Any corrections or deficiencies are noted and corrected by the contractor. Upon favorable final inspections, a Notice of Completion is prepared, signed by the homeowner, and then recorded. The final ten-percent (10%) retention payment is released 35 days after the recording of the Notice of Completion.

1.3. LOAN PROCESS

The Sponsor's Loan Review Committee must approve all loans and grants. The Loan Review Committee may approve assistance with CDBG financing exceeding 100 percent of after-rehabilitation value as needed in cases where no other financial resources are available to cover the cost of the repairs and where clear and convincing documentation exists, justifying why the exception is needed.

However, if the project is CalHome funded, the total financing cannot be more than 105 percent of the after- rehabilitation value. For HOME-funded loans, the total financing cannot be more than 100 percent of the after-rehabilitation value, unless per HOME Management Memorandum 13-01 at <http://www.hcd.ca.gov/grants-funding/grants-management-memos.shtml#home> the entire HOME assistance amount is granted rather than loaned, due to a lack of any equity after rehabilitation, based on existing loans on the property and an after-rehabilitation value appraisal. In addition, the amount of HOME assistance, including Sponsor's claimed Activity Delivery Costs, cannot exceed the Sponsor's County maximum HOME Per Unit Subsidy Limit at <http://www.hcd.ca.gov/grants-funding/income-limits/state-and-federal-income-limits.shtml>, and the after-rehabilitation value cannot exceed the HOME Maximum After-Rehabilitation Value. **See Attachment C for current limits.**

In order to obtain financing, applicants must meet all property and eligibility guidelines in effect at the time the application is considered. Homeowners will be provided written notification of approval or denial. Any reason for denial will be provided to the applicant

in writing.

1.4. CONFLICT OF INTEREST REQUIREMENTS

When the Sponsor's program contains Federal funds, the applicable Conflict of Interest requirements of 24 CFR Section 570.611 shall be followed for CDBG assistance. Section 92.356 of the HOME Final Rule shall be followed for HOME assistance, as follows:

(a) Conflicts prohibited. No persons described in paragraph (b) of this section who exercises or has exercised any functions or responsibilities with respect to activities assisted with HOME funds or who are in a position to participate in a decision making process or gain inside information with regard to these activities, may obtain a financial interest or benefit from a HOME-assisted activity, or have a financial interest in any contract, subcontract or agreement with respect to the HOME-assisted activity, or the proceeds from such activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter. Immediate family ties include (whether by blood, marriage or adoption) the spouse, parent (including stepparent), child (including stepchild), brother, sister (including a stepbrother or stepsister), grandparent, grandchild and in-laws of a covered person.

(b) Persons covered. The conflict of interest provisions of paragraph (a) of this section apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the participating jurisdiction, State recipient, or subrecipient which are receiving HOME funds.

(c) Exceptions: Threshold requirements. Upon the written request of the participating jurisdiction to HCD, HUD may grant an exception to the provisions of paragraph (a) of this section on a case-by-case basis when it determines that the exception will serve to further the purposes of the HOME Investment Partnerships Program and the effective and efficient administration of the participating jurisdiction's program or project. See 24 CFR 92.356(d)(1-6) for details on the documentation needed in order to submit an exception request to HUD.

A contractor with a vested interest in the property cannot bid on a rehabilitation job. Such a contractor may act as owner/builder, subject to standard construction procedures. Owner/builders are reimbursed for materials purchased which are verified by invoice/receipt and used on the job. Reimbursement occurs after the installation is verified by the Program Operator to be part of the scope of work. Owner/builders are not reimbursed for labor.

2.0. APPLICANT QUALIFICATIONS

2.1. INCOME LIMITS

All homeowners must certify that they meet the household income eligibility requirements for the applicable HCD or HUD program(s) and have their household income documented. The income limits in place at the time of loan approval will apply when determining

applicant income eligibility. All applicants must have incomes at or below 80% of the County's area median income (AMI), adjusted for household size, as published by HCD/HUD each year. **See Attachment C.**

The link to the official HCD-maintained income limits for HOME- and CDBG-funded activities is: <http://www.hcd.ca.gov/grants-funding/income-limits/state-and-federal-income-limits.shtml> (for HOME and CDBG, choose "State CDBG, HOME and NHTF – Income, Value and Rent Limits"; for CalHome-funded activities choose "Official State Income Limits").

Household: means one or more persons who will occupy a housing unit. Unborn children will not be counted in family size determination.

Annual Income: Generally, the gross amount of income of all adult household members that is anticipated to be received during the coming 12-month period.

2.1.1 OWNER-OCCUPIED REQUIREMENTS

Owner-Occupant - to be eligible, household income must be equal to or less than the applicable HCD/HUD income limits. Owner will be required to provide income documentation. Refer to Income Inclusions and Exclusions for further guidance to the types of incomes to be included or excluded when calculating gross annual income. **See Attachment A for HOME and CDBG. See Attachment A-1 for CalHome.** Refer to Asset Inclusions and Exclusions for further guidance to the types of assets to be included or excluded when calculating gross annual income. **See Attachment B.**

Owner-occupants housing and/or debt ratios are not considered, nor is a credit report required, as the funding provided creates no additional monthly financial obligation. If an owner-occupant has a mortgage, it is verified that all payments are current.

2.1.2 OWNER-INVESTOR REQUIREMENTS - (eligible under only CDBG-funded programs)

Owner-Investor - There are no restrictions on the income of the owner-investor unless the owner-investor is a member of the Targeted Income Group (TIG) and is interested in qualifying for a Deferred Payment Loan (see Section 4.3.2.B.).

Owner-investor housing and debt ratios are considered, and a credit report is required, since the funding provided may create an additional monthly financial obligation. If an owner-investor has a mortgage on the property to be rehabilitated it is verified that all payments are current.

TENANT REQUIREMENTS (eligible under only CDBG-funded programs)

Tenant - If a rental is currently occupied, the tenant's household income must be equal to, or less than, the applicable HCD/HUD income guidelines. Tenant will be asked to cooperate by providing income documentation and income will be projected for 12 months

based on current income. See Attachments A and B.

2.2. INCOME QUALIFICATION CRITERIA

Projected annual gross income of the applicant household will be used to determine whether they are above or below the published HCD/HUD income limits. Income qualification criteria for HOME and CDBG, as shown in the most recent HCD program-specific guidance at <http://www.hcd.ca.gov/grants-funding/income-limits/income-calculation-and-determination-guide.shtml>, will be followed to independently determine and certify the household's annual gross income. Income will be verified by reviewing and documenting tax returns, copies of wage receipts, subsidy checks, bank statements and third-party verification of employment forms sent to employers. All documentation shall be dated within six months prior to loan closing and kept in the applicant file and held in strict confidence.

A. HOUSEHOLD INCOME DEFINITION:

Household income is the annual gross income of all adult household members that is projected to be received during the coming 12-month period, and will be used to determine program eligibility. Refer to Income Inclusions and Exclusions for further guidance to the types of incomes to be included or excluded when calculating gross annual income. For those types of income counted, gross amounts (before any deductions have been taken) are used. Two types of income that are not considered would be income of minors and of live-in aides. Certain other household members living apart from the household also require special consideration. The household's projected ability to pay must be used, rather than past earnings, when calculating income.

See Attachment A: HOME and CDBG 24 CFR Part 5 Annual Income Inclusions and Exclusions and Attachment A-1: CalHome Title 25 Section 6914 Annual Income inclusions and Exclusions (State)

B. ASSETS:

There is no asset limitation for participation in the Program. Income from assets is, however, recognized as part of annual income under the Part 5 definition. An asset is a cash or non-cash item that can be converted to cash. The value of necessary items such as furniture and automobiles are not included. (*Note: it is the income earned – e.g. interest on a savings account – not the asset value, which is counted in annual income.*)

An asset's cash value is the market value less reasonable expenses required to convert the asset to cash, including: Penalties or fees for converting financial holdings and costs for selling real property. The cash value (rather than the market value) of an item is counted as an asset.

See Attachment B: Part 5 Annual Income Net Family Asset Inclusions and

Exclusions

2.3. HOMEOWNER ELIGIBILITY AND RESIDENCY REQUIREMENTS

The Sponsor's Housing Rehabilitation Program allows for owner-occupied and owner-investor/tenant-occupied properties to participate in the Program. Owner-occupied units must be the owner's principal place of residence. **Note: Owner-investor/tenant-occupied properties are eligible under only CDBG funding, and must meet all requirements listed under section 2.3.2.** A photocopy of a recent utility bill will verify proof of occupancy. No unit to be rehabilitated will receive financial assistance if it is currently occupied by an over-income household or does not meet the eligibility standards outlined in these guidelines.

2.3.1 OWNER-OCCUPIED

- A. Continued residency is monitored annually per Attachment F for the term of the loan. Occupancy will be verified by the submission of the following:
 - 1. Proof of occupancy in the form of a copy of a current utility bill; and
 - 2. Statement of unit's continued use as primary residence of the owner.
- B. In the event that an homeowner sells, transfers title, or discontinues residence in the rehabilitated property for any reason, the loan becomes due and payable, unless the following conditions are met:

The homeowner who received the loan dies and the heir to the property meets income requirements and intends to occupy the home as his/her principal residence. Upon approval of the Sponsor, the heir may be permitted to assume the loan at the rate and terms the heir qualifies for under current participation guidelines. If the heir does not meet applicable eligibility requirements, the loan is due and payable.
Note: Loans provided by CalHome are not assumable.

- C. If a homeowner converts the property to a rental unit, or any commercial or non-residential use, the loan is due and payable, unless the loan was funded with CDBG and tenant and homeowner meet eligibility requirements as described in Section 2.3.2. below.

If the loan is funded with a CalHome Loan it is not transferable except under the following limited circumstances:

- (a) The transfer of the Property to the surviving joint tenant by devise, descent or operation of the law, on the death of a joint tenant;
- (b) A transfer of the Property where the spouse becomes an owner of the property;

- (c) A transfer of the Property resulting from a decree of dissolution of marriage, legal separation or from an incidental property settlement agreement by which the spouse becomes an owner of the Property; or
- (d) A transfer to an inter vivos trust in which the Borrower is and remains the beneficiary and occupant of the property.

2.3.2. OWNER INVESTOR REQUIREMENTS (eligible only under CDBG-funded programs)

- A. If the owner-investor sells or transfers title of the rehabilitated property for any reason, the loan is due and payable.
- B. An owner-investor may convert a rental property to his or her personal residence if all conditions below exist:
 - 1. He or she can prove that the previous tenant was not evicted without cause.
 - 2. He or she is income eligible.
 - 3. He or she requests approval from the Sponsor.
- C. If an owner-investor converts the rental property to his or her personal residence, but is not income eligible, the loan is due and payable.
- D. If the owner wants to convert the rehabilitated property to any commercial or non-residential use, the loan is due and payable.
- E. Over-income rental households occupying units in a project which will receive financial assistance for other eligible units will be allowed to stay in their respective units. To prevent owners from evicting ineligible tenants before applying for the Program, the owner must certify that no tenant has been forced to move without cause during the previous six months.

3.0. PROPERTY ELIGIBILITY

3.1. CONDITIONS

- A. No unit will be eligible if a household's income exceeds the prescribed income limits listed in Attachment C.
- B. Units to be rehabilitated must be located within the incorporated areas of the Sponsor's jurisdiction.
- C. Property must contain a legal residential structure intended for continued residential occupancy.

- D. All repair work will meet Local Building Code standards. At a minimum, health and safety hazards must be eliminated. For CDBG the priority will be the elimination of health and safety hazards. Sponsor may also require elimination of code deficiencies. When HOME funds are used for housing rehabilitation, the property must meet all applicable current codes, rehabilitation standards, ordinances, and zoning ordinances at the time of project completion. However, if certain components of the house are sound and were built to code prescribed at the time of installation, no repair or alteration will be made to those components. Section 8 Housing Quality Standards may be required on rentals by Sponsor when CDBG funds are used.

3.1.1 MOBILE HOMES (CDBG only)

Only \$50,000 of the total annual rehabilitation assistance portfolio per calendar year is to be used for mobile homes or manufactured homes not on a permanent foundation. The \$50,000 is determined on a first-come, first-served basis.

3.2. ANTI-DISPLACEMENT POLICY AND RELOCATION ASSISTANCE

Tenants will be informed of their eligibility for temporary relocation benefits if occupancy during rehabilitation constitutes a danger to health and safety of occupants or public danger or is otherwise undesirable because of the nature of the project. Relocated persons will receive increased housing costs, payment for moving and related expenses and appropriate advisory services, as detailed in the Sponsor's "Residential Anti-displacement and Relocation Assistance Plan" (**Attachment E**).

Owner-occupants are not eligible for temporary relocation benefits, unless health and safety threats are determined to exist by the Program Operator. In cases where relocation is determined to be necessary by the Sponsor/Program Operator, assistance may be provided for actual costs incurred from the applicant's loan proceeds or as a grant (**see Section 4.4. for allowable grants**). HOME-funded projects will provide relocation assistance in the form of a grant, which shall be included in the maximum assistance amount.

Note: Relocation benefits are not a requirement under CalHome, but are acceptable and may be covered by loan proceeds.

3.3. NOTIFICATION AND DISCLOSURES - Not required by CalHome

- A. Occupants of units constructed prior to 1978 will receive proper notification of Lead-Based Paint (LBP) hazards as follows:

The Lead Hazard Information Pamphlet published by the EPA/HUD/Consumer Product Safety Commission will be given to all owners regardless of the cost of rehabilitation or paint test findings. If lead-based paint is found through testing or if presumed, a Notice of Lead Hazard Evaluation or Presumption will also be supplied.

When Lead hazards are present, a Notice of Lead Hazard Reduction Activity and a Lead Hazard Evaluation Report will also be provided (**Attachment I**).

- B. Tenants located in properties that will receive housing rehabilitation will be provided a notice outlining their relocation rights and benefits (**Attachment E**).

4.0. THE PROGRAM LOAN

4.1. MAXIMUM AMOUNT OF PROGRAM ASSISTANCE

An eligible homeowner may qualify for the full cost of rehabilitation/reconstruction work needed to comply with State and local codes and ordinances. Maximum assistance shall not exceed \$75,000 for CDBG-funded programs. For CalHome, the maximum loan amount is \$60,000 and includes activity delivery. The maximum loan amount for mobile homes will be \$10,000 (CDBG only). For HOME-funded programs, the maximum loan amount shall not exceed the Sponsor's County maximum HOME Subsidy Limits Per Unit at <http://www.hcd.ca.gov/grants-funding/income-limits/state-and-federal-income-limits.shtml>. **See Attachment C for current limits.**

4.2. AFFORDABILITY PARAMETERS FOR HOMEOWNERS

- A. Except as allowed in Section 1.3, total indebtedness against property shall not exceed 100 percent of after-rehabilitation value as determined by "Estimates of Value" or by an appraisal, for CDBG or HOME projects. The exception for HOME loans is per HOME Management Memorandum 13-01 at <http://www.hcd.ca.gov/grants-funding/grants-management-memos.shtml#home> wherein the entire HOME assistance amount is granted rather than loaned, due to a lack of any after-rehabilitation equity based on existing loans on the property. An estimate of after-rehab value will be made prior to making a commitment of funds using the method outlined in Section 4.5. Note: This does not apply to CalHome projects.
- B. HOME-funded units' after-rehabilitation values shall not exceed the HOME Program Maximum Purchase Price/After-Rehabilitation Value Limits for Sponsor's County as updated by HUD and published on the HCD Website at <http://www.hcd.ca.gov/grants-funding/income-limits/state-and-federal-income-limits.shtml>. **See Attachment C for current limits.**
- C. Total indebtedness against property shall not exceed 105 percent of the after-rehabilitation value as determined by an appraisal for CalHome projects. An estimate of After-Rehab Value will be made prior to making a commitment of funds using the method outlined in Section 4.5. Note: This does not apply to HOME or CDBG projects.
- D. Costs may be supplemented with personal financing or with other loan or grant programs which are sources of leverage for the Sponsor.

- E. Any bid within 10% of the Program Operator's estimate may be selected, otherwise an explanation must be provided to the file for a bid selected exceeding 10% of the estimate.

4.3. RATES AND TERMS

4.3.1. OWNER-OCCUPANTS

- A. Amortized Loans (CDBG only) – Amortized loans will bear a simple interest rate of three percent (3%) and will be secured by a deed of trust on the property unless otherwise approved by the Loan Review Committee. The term of all amortized loans will be for 30 years with no prepayment penalty. Amortized loans will be offered to homeowners whose housing costs do not exceed 30% of annual income. A forty dollar (\$40) minimum payment is required for a household to qualify for an amortized loan. Otherwise, a deferred payment loan will be offered.
- B. Deferred Payment Loans – For loans funded with HOME or CalHome, homeowners are eligible for Deferred Payment Loans (DPL), at three percent (3%) simple interest. CDBG-funded loans may also be eligible for a DPL if the homeowner's housing costs exceed 30% of annual income. Loans will be evidenced by a Promissory Note and secured by a Deed of Trust, with no payback required for 30 years unless the borrower sells or transfers title or discontinues residence in the dwelling. Payments may be made voluntarily on a DPL. **Note: If it is determined by the Sponsor that repayment of a CalHome or CDBG Program loan at the maturity date causes a hardship to the homeowner, the Sponsor may opt the following:**
 - 1. Amend the note and deed of trust to defer repayment of the amount due at maturity, that is balance of the original principal plus the accrued interest, for up to an additional 30 years (at 3% additional interest). This may be offered one time;
 - 2. Convert the debt at loan maturity; that is the balance of the original principal plus any accrued interest, to an amortized loan, repayable in 15 years at 3% additional interest.
- C. If the homeowner dies, and if the heir(s) to the property live(s) in the house and is/are income eligible, the heir(s) may be permitted, upon approval of the Sponsor, to assume the loan at the rate and terms the heir(s) qualifies for under current participation guidelines. **Note: CalHome loans are not assumable.**
- D. If the homeowner dies and the heir(s) is/are not income eligible, the loan becomes all due and payable.
- E. If a homeowner converts the rehabilitated property to any residential-rental, commercial or non-residential use, the loan becomes all due and payable, unless they meet requirements outlined in Section 2.3.1.

- F. As specified in the Rehabilitation Loan Agreement, all applicants who participate in the Program must maintain the property at post-rehabilitation conditions for the term of the loan. Should the property not be maintained accordingly, the loan shall be considered in default and becomes all due and payable, and if necessary, foreclosure proceedings will be initiated. A method of inspection will be established by the Sponsor.

4.3.2. OWNER-INVESTORS (eligible under only CDBG-funded programs)

The rate and terms for an owner-investor may vary depending on the owner's financial situation below are the options available:

- A. Amortized Loan – Below Market Interest Rate (BMIR) loan at 3 percent interest, secured by a deed of trust and with a maximum term of 15 years. In order to maintain maximum housing affordability and financial flexibility, the amortization period can be extended out to thirty (30) years, or monthly payments deferred or a portion thereof at the discretion of the Loan Review Committee.
- B. DPL for a TIG owner-investor who agrees to comply with standard investor restrictions (i.e., Maintenance Agreement for minimum five years and recorded Rent Limitation Agreement for life of the loan), as outlined below. DPL terms are the same as those described in 4.3.2.B. above.
- C. Rent Limitation Agreement (RLA) – An owner-investor who elects to rehabilitate a rental unit with CDBG financing must sign an RLA, which will be recorded. This agreement will specify:
1. In no instance shall rents exceed the U.S. Department of Housing and Urban Development (HUD) Fair Market Rent (FMR) schedule while the RLA is in effect.
 2. Base Rent -- Vacant Unit
If the house is vacant, rent charges shall not exceed 30 percent of 80 percent of the Sponsor median income for the appropriate household size in that unit. Owner-investor shall affirmatively seek TIG households. Where such efforts do not result in eligible TIG tenants, the owner-investor shall contact the Sponsor for guidance.
 3. Base Rent -- Occupied Unit
If the house is occupied, rent charges shall not exceed 30 percent of the existing tenants' household income; or, where, before rehabilitation, rents already exceed 30 percent of the existing tenants' income, no rent increases shall be allowed which provide for rents plus utilities over 30 percent of the tenants' income.
 4. Terms –BMIR finance will require rent limitation for a minimum of 5 years.

DPL financing will require rent limitations for the full term of the loan.

5. Verification -- Each year during the term of the Agreement, the borrower shall provide the Sponsor with a written list of current occupants' names and monthly rents. The Sponsor may verify this information with the occupant.
 6. Compliance -- Failure to comply with these terms and conditions will result in the loan becoming due and payable. If necessary, foreclosure proceedings will be initiated.
- D. Maintenance Agreement – As specified in the Rehabilitation Loan Agreement, an owner-investor who participates in the Program must maintain the property at post-rehabilitation conditions for the term of the loan(s). In addition, if the property contains three (3) or more rental units, the owner-investor will be required to use a property manager to maintain those units. Should the property not be maintained accordingly, the loan will become due and payable, and if necessary, foreclosure proceedings will be initiated.

4.3.3 RATES AND TERMS FOR MOBILE HOMES (CDBG only)

For mobile homes or manufactured homes not on a permanent foundation, simple interest at a rate of zero percent (0%) will accrue from the date of recordation. The loan will be a deferred payment loan and will be fully due and payable upon sale of the unit, transfer of title, upon change in tenure from owner-occupant to rental, or upon relocation of the unit out of the city limits. After a period of five years from the date of recordation, the loan shall be forgiven.

4.3.4 FUNDING SOURCE METHODOLOGY

The Loan Review Committee will select the funding source that is most appropriate for the loan under consideration. When selecting a funding source, the Loan Review Committee will consider, among other factors, the amount of HOME, CDBG or CalHome funds available, whether or not the unit is owner-occupied, the total amount of the loan, any special circumstances, and the amount of program income on hand. HOME, CDBG and CalHome rules and regulations will also be taken into account when selecting a funding source for individual projects.

4.4. GRANTS

- A. CDBG-funded programs may provide grants as follows:

A grant of up to \$7,500 is available for any one of the following qualifying factors:

1. Senior Citizen - at least 62 years old; or
2. Handicapped – for only handicap modifications to a house with one or more physically handicapped occupants who would function more independently if

such modifications were installed; or

3. Lowest Targeted Income Group – with gross annual income less than 50 percent of County median income; or
 4. Equity maintenance – if financing rehabilitation entirely with a loan would cause indebtedness to exceed 100% of after-rehabilitation value.
- B. HOME and CDBG provide grants for all actual costs of lead-based paint evaluation and reduction activities.
- C. HOME and CDBG provide grants for relocation assistance. See Relocation Assistance Plan, **Attachment E**.
1. Owner-Occupant – Limit of \$3,000.
 2. Residential Tenant – Assistance will be provided at the level necessary to comply with the Uniform Relocation Act (URA) and Section 104(d) of the Housing and Community Development Act of 1974. **Note: HOME funds cannot be used for tenant-occupied units.**
- D. **Grants are not available in CalHome-funded programs.**

4.5. APPRAISAL

- A. The After-Rehab Value for rehabilitation projects is determined using the “Estimates of value” method. The Sponsor or Program Operator determines estimates of value based on the sale prices of at least three (3) comparable properties, sold within the last six months (within one year of the assistance date, which is the date the promissory note is signed), and located within one mile of the subject property. The participants’ file will include the estimate of value and document the basis for the value estimates. The purpose of the “Estimates of value” is to determine that the After-Rehabilitation Value Limit of the housing unit will not exceed the permitted amount per HCD/HUD Program regulations (**See Attachment C**). If three comparable properties cannot be found, or if there is any question regarding the After-Rehab Value, the ARV will be determined by a licensed appraiser, as described in Section 4.5.B. below.
- B. A licensed appraiser determines the After-Rehab Value for rehabilitation projects when the “Estimates of value” method cannot be used. For rehabilitation projects the appraiser determines the value of the unit with the rehabilitation building plans and specifications included. For the HOME Program only, the cost of the appraisal will be paid by the Sponsor, and not included in the homeowner’s loan. The purpose of the appraisal is to determine that the after-rehabilitation value of the housing unit will not exceed the permitted amount per HCD/HUD Program regulations (**See Attachment C**), and that the combined loans will not exceed the maximum combined loan-to-value limit, as described in Section 4.2.A above.

- C. The After-Rehab Value for reconstruction projects is determined by a licensed appraiser. The After-Rehab Value for reconstruction projects is determined by an appraisal completed off the building plans and specifications for the new home. For the HOME Program only, the cost of the appraisal will be paid by the Sponsor, and not included in the homeowner's loan. The purpose of the appraisal is to determine that the After-Rehabilitation Value Limit of the housing unit will not exceed the permitted amount per HCD/HUD Program regulations **(See Attachment C)**.

4.6. INSURANCE

4.6.1. FIRE INSURANCE

The homeowner shall maintain fire insurance on the property for the duration of the Program loan(s). This insurance must be an amount adequate to cover all encumbrances on the property. The insurer must identify the Sponsor as Loss Payee for the amount of the Program loan(s). Evidence of this shall be provided to the Sponsor.

In the event the applicant fails to make the fire insurance premium payments in a timely fashion, the Sponsor at its option, may make such payments for a period not to exceed 60 days. The Sponsor may, in its discretion and upon the showing of special circumstances, make such premium payments for a longer period of time. Should the Sponsor make any payments, it may, in its sole discretion, add such payments to the principal amount that the applicant is obligated to repay the Sponsor under this Program. The premium may be paid by the Program loan for one year. **Note: HOME and CDBG funds cannot be used to pay insurance cost beyond those identified as initial loan costs. Note: CalHome funds cannot be used to pay insurance at any time.**

4.6.2. FLOOD INSURANCE

For homes in a 100-year flood zone, the owner is required to maintain flood insurance in an amount adequate to secure the Program loan and all other encumbrances. This policy must designate the Sponsor as Loss Payee and a binder shall be provided to the Sponsor and maintained in the borrowers file. The premium may be paid by the Program loan for one year. **Note: HOME funds cannot be used to pay insurance cost beyond those identified as initial loan costs. Note: CalHome funds cannot be used to pay insurance at any time.**

4.7. LOAN SECURITY

- A. Loan security for all owner-occupied rehabilitation stick-built homes will be secured by the real property and improvements, and will also include a Deed of Trust, Promissory Note and Loan Agreement in favor of the Sponsor.
- B. At the Sponsor's discretion, a manufactured home in a mobile home park or on leased land that is not on a permanent foundation will be secured by an HCD 480.7 or an HCD 484 Statement of Lien, and will also include a Promissory Note and Loan Agreement.

- C. Entering a subordinate lien is acceptable. However, the Sponsor will not subordinate a first lien position once established.

5.0. PROGRAM LOAN SERVICING AND MAINTENANCE

5.1. PAYMENTS ARE VOLUNTARY

Borrowers may begin making voluntary payments at any time.

5.2. RECEIVING LOAN REPAYMENTS

- A. Program loan payments will be made to:

***City of Yuba City
Attn: Finance Division
1201 Civic Center Blvd.
Yuba City, CA 95993***

- B. The Sponsor will be the receiver of loan payments or recapture funds and will maintain a financial record-keeping system to record payments and file statements on payment status. Payments shall be deposited and accounted for in the Sponsor's appropriate Program Income Account, as required by all three funding sources. The Program Sponsor will accept loan payments from borrowers prepaying deferred loans, from borrowers making payments in full upon sale or transfer of the property, and homeowners of tenant-occupied units. All loan payments are payable to the Sponsor. The Sponsor may at its discretion, enter into an agreement with a third party to collect and distribute payments and/or complete all loan servicing aspects of the Program.

5.3. LOAN SERVICING POLICIES AND PROCEDURES

See **Attachment F** for local loan servicing policies and procedures. While the attached policy outlines a system that can accommodate a crisis that restricts borrower repayment ability, it should in no way be misunderstood: The loan must be repaid. All legal means to ensure the repayment of a delinquent loan as outlined in the Loan Servicing Policies and Procedures will be pursued.

5.4. LOAN MONITORING PROCEDURES

Homeowners will be required to submit each of the following to the Sponsor at the time of annual occupancy verification per Attachment F:

- Proof of occupancy in the form of a copy of a current utility bill;
- Statement of unit's continued use as a residence;

- Declaration that other title holders do not reside on the premises;
- Verification that Property Taxes are current; and
- Verification of current required insurance policies.

5.5. DEFAULT AND FORECLOSURE

If an owner defaults on a loan, and foreclosure procedures are instituted, they shall be carried out according to the Program Foreclosure Policy adopted by the Sponsor, and attached to these guidelines as **Attachment G**.

5.6. SUBORDINATIONS

The Sponsor may approve a request to subordinate a loan, in order for the owner to refinance the property, under the following conditions:

- A. The lien position of the Sponsor loan will remain the same or be advanced.
- B. The new primary loan is no greater than the balance of the loan being refinanced, except the costs of refinancing the loan may be added to the principal balance.
- C. The purpose of the new primary loan is to reduce the interest rate being paid and/or reduce the owner's payment.
- D. The refinanced loan must have an impound account for taxes and insurances.
- E. The refinancing terms must be acceptable to the Sponsor.
- F. CDBG allows refinancing with CDBG funds in conjunction with only rehabilitation of the unit.

6.0. CONSTRUCTION

6.1. STANDARDS

- A. All repair work will meet Local Building Code standards. At a minimum, health and safety hazards must be eliminated. For CDBG the priority will be the elimination of health and safety hazards. Sponsor may also require elimination of code deficiencies. When HOME funds are used for housing rehabilitation, the property must meet all applicable current codes, rehabilitation standards, ordinances, and zoning ordinances at the time of project completion. However, if certain components of the house are sound and were built to code prescribed at the time of installation, no repair or alteration will be made to those components. Section 8 Housing Quality Standards may be required on rentals by Sponsor when CDBG funds are used.

B. Contracting Process

1. Contracting will be done on a competitive basis.
2. The homeowner will be the responsible agent, but the Sponsor and/or its Program Operator will prepare the work write-up, prepare and advertise the bid package, and assist the owner in negotiating the construction contract.
3. The Sponsor does not warrant any construction work, or provide insurance coverage.

C. Approved Contractors

1. Contractors are required to be licensed with the State of California, and be active and in good standing with the Contractors' License Board.
2. Contractors will be checked against HUD's list of federally debarred contractors. No award will be granted to a contractor on this list.
3. Contractors must have public liability and property damage insurance, and worker's compensation, unemployment and disability insurance, to the extent required by State law.
4. Contractor must agree to comply with all federal and state regulations.

D. Occupants of units constructed prior to 1978 will receive proper notification of Lead-Based Paint (LBP) hazards as identified in Section 3.3.A. **Note: Units funded solely with CalHome funds are not required to comply with LBP regulations.**

E. Units constructed prior to 1978 will also be inspected according to the following HUD regulations. **Note: Units funded solely with CalHome funds are not required to comply with LBP regulations.** For CDBG funded programs please refer to Chapter 20, Lead-Based Paint Requirements for guidance in the CDBG Grant Management Manual.

1. If the total amount of Federal assistance or the total amount of rehabilitation hard cost is up to and including \$5,000, the following is required:
 - (a) Paint testing or presume LBP;
 - (b) Clearance of disturbed work areas; and
 - (c) Notifications listed in Section 3.3.A.
2. If the amount of Federal assistance or the total amount of rehabilitation hard cost is more than \$5,000 up to and including \$25,000, the following is required:
 - (a) Paint testing or presume LBP;
 - (b) Risk assessment; and
 - (c) Clearance of unit.

If LBP hazards are identified, interim controls will be implemented. This level will also require a notice of “Abatement of Lead Hazards Notification” at least five days prior to starting work.

3. If the amount of Federal assistance or the total amount of rehabilitation hard cost is more than \$25,000, the following is required:
 - (a) Items (a), (b), and (c) of 2. above;
 - (b) Abatement of all LBP hazards identified or produced;
 - (c) Use of interim controls on exterior surfaces not disrupted by rehab; and all notices listed above in Sections 3.3.A. and 6.1.F.2.
4. All paint tests that result in a negative finding of lead-based paint are exempt from any and all additional requirements. If defective paint surfaces are found, they will be properly treated or abated. A State-certified Inspector/Assessor will perform all paint testing, risk assessments, and clearances. A trained supervisor may oversee interim controls; however, a certified supervisor and workers will perform all abatement.

6.2. ELIGIBLE CONSTRUCTION COSTS

“Rehabilitation” means, in addition to the definition in Section 50096 of the Health and Safety Code, repairs and improvements to a manufactured home necessary to correct any condition causing the home to be substandard pursuant to Section 1704 of Title 25, California Code of Regulations. Rehabilitation also includes room additions to alleviate overcrowding. Rehabilitation also means repairs and improvements where necessary to meet any locally-adopted standards used in local rehabilitation programs. Rehabilitation does not include replacement of personal property.

Rehabilitation includes reconstruction. Federal law and policy allows the use of HOME funds to demolish and reconstruct owner-occupied residential structures. Reconstruction is defined as the demolition and construction of a structure. The Sponsor and/or Program Operator must document that the reconstruction costs are less than the cost to rehabilitate the existing substandard housing. This will be done using the State’s CDBG Test for Reconstruction, for projects funded with CDBG funds; or, using the State’s HOME Test for Reconstruction, for projects funded with HOME funds.

Additionally, the Sponsor must determine that the project’s value after reconstruction (housing and land combined) is less than the Maximum After-Rehabilitation Value for the Sponsor (see Attachment C, One-Family).

The residential structure to be reconstructed must be a structure with cooking, eating, sleeping, and sanitation facilities which has been legally occupied as a residence within the preceding 12 months. Fifth wheels or recreational vehicles, for example, are not considered dwellings and therefore are not eligible under this Program.

Like for like requires that the structure being demolished must be replaced with a like structure (replace manufactured housing with manufactured housing, for example).

However, additions may be approved by the HCD/HUD Program when required by Codes/Ordinances or to alleviate overcrowding. **(See Attachment C)**

Temporary relocation benefits must be planned for and budgeted into the total allowable subsidy for the project, but if required would be in the form of a grant.

Depending on the outcome of the Statutory Worksheet (Environmental test), a reconstructed project may require Authority from the State before funds are committed to the project.

Allowable rehabilitation\reconstruction costs include:

- A. Cost of building permits and other related government fees.
- B. Cost of architectural, engineering, and other consultant services which are directly related to the rehabilitation of the property.
- C. Rehabilitation or Replacement of a manufactured home not on a permanent foundation. Rehabilitation of a manufactured home may include the replacement of the unit with a used manufactured home and the cost to repair it, as long as the unit has been occupied and not used as a demonstration model. Should the unit meet the criteria for reconstruction a new manufactured home can be used for replacement and all cost associated with the purchase and transportation can be added to the loan.
- D. Owner-occupied rehabilitation activity delivery fees, pursuant to Section 7733(f), as reimbursement to the Sponsor for the actual costs of services rendered to the homeowner that are incidentally but directly related to the rehabilitation work (e.g. planning, engineering, construction management, including inspections and work write-ups).
- E. Rehabilitation will address the following issues in the order listed. Eligible costs are included for each item.

- 1. Health and Safety Issues

Eligible costs include, but are not limited to, energy-related improvements, lead-based paint hazard evaluation and reduction activities, improvements for handicapped accessibility, repair or replacement of major housing systems. A driveway may be considered part of rehabilitation if it is determined to be a health and safety issue.

- 2. Code and Regulation Compliance

Eligible costs include, but are not limited to, additional work required to rehabilitate and modernize a home, and bring it into compliance with current building codes and regulations. Painting and weatherization are included.

3. Demolition

Eligible costs include, but are not limited to, the tear down and disposal of dilapidated structures when they are a part of the reconstruction of an affordable housing unit. If a garage or carport is detached, it may not be rehabilitated but may be demolished, if it is determined to be a health and safety issue.

4. Upgrades

Eligible costs include additional bedrooms and bathrooms if the need can be demonstrated per HUD's or Sponsor's overcrowding guidelines listed in **Attachment C**. The Program will not fund additions to a home for a den or family room, or for any luxury items.

The CalHome Program's requirement is that a bedroom or bathroom can be added to omit overcrowding, and this is up to the Recipient to decide what is overcrowding.

5. General Property Improvements

Eligible costs include, but are not limited to, installation of a stove or dishwasher; and repair or installation of fencing.

All improvements must be physically attached to the property and permanent in nature. Non-code property improvements (fencing, landscaping, driveway, etc.) will be *limited to 15 percent* of the rehabilitation loan amount. Any cash contribution by the property owner will be considered a general property improvement and be included in this percentage. Luxury items are not permitted. Items such as stoves and dishwashers that are not built-in may be replaced due only to incipient failure or documented medical condition of the homeowner, and must be of moderate quality.

6. Rehabilitation Standards

All repair work related to health and safety conditions will meet Local Building Code standards. The priority will be the elimination of health and safety hazards and code compliance.

6.3. ELIGIBLE PROJECT COSTS

Examples of eligible project costs for all expenses related to the paperwork for processing and insuring a loan application are listed below. For HOME, these costs are considered activity delivery costs and may not be charged to the homeowner's loan.

- Appraisal
- Property Report/Title Insurance

- Building Plan
- Termite Report
- Land Survey
- Grading Plan
- Recording Fees
- Fire/Course of Construction Insurance
- Flood Insurance, as applicable (not allowed with CalHome or HOME funds)

Costs are based on charges currently incurred by the Sponsor, or its Program Operator, for these products and/or services. Except for HOME loans, any cost increases charged to the Sponsor/Program Operator for these products and/or services will be passed on to the homeowner and included in the loan. All fees are subject to change and are driven by the market.

6.4. REPAIR CALLBACKS

Contractors will comply with State law regarding all labor and material warranties. All labor and material shall meet FHA minimum specifications.

7.0. EXCEPTIONS AND SPECIAL CIRCUMSTANCES

7.1. AMENDMENTS

The Sponsor may make amendments to these Participant Guidelines. Any changes made shall be in accordance with federal and state regulations, shall be approved by the Sponsor's Loan Committee and/or local governing body and submitted to HCD or HUD, as applicable, for approval.

7.2. EXCEPTIONS

Any case to which a standard policy or procedure, as stated in the guidelines, does not apply or an applicant treated differently from others of the same class would be an exception.

7.2.1 PROCEDURES FOR EXCEPTIONAL CIRCUMSTANCES

- A. The Sponsor or its Program Operator may initiate consideration of an exception and prepare a report. This report shall contain a narrative, including the Sponsor's/Program Operator's recommended course of action and any written or verbal information supplied by the applicant.
- B. The Sponsor shall make a determination of the exception based on the recommendation of the Program Operator. The request can be presented to the Sponsor's loan committee and/or governing body for decision.

8.0. DISPUTE RESOLUTION AND APPEALS PROCEDURES**8.1. PROGRAM COMPLAINT AND APPEAL PROCEDURE**

Complaints concerning the Sponsor's Rehabilitation Program should be made to the Program Operator first. If unresolved in this manner, the complaint or appeal shall be made in writing and filed with the Sponsor. The Sponsor will then schedule a meeting with the Sponsor's Loan Review Committee. Their written response will be made within thirty (30) working days. If the applicant is not satisfied with the committee's decision, a request for an appeal may be filed with the local governing body. Final appeal may be filed in writing with HCD or HUD, as applicable, within one year after denial or the filing of the Project Notice of Completion.

8.2. GRIEVANCES BETWEEN PARTICIPANTS AND CONSTRUCTION CONTRACTOR

Contracts signed by the contractor and the participant include the following clause, which provides a procedure for resolution of grievances:

Any controversy arising out of or relating to this Contract, or the breach thereof, shall be submitted to binding arbitration in accordance with the provisions of the California Arbitration Law, Code of Civil Procedure 1280 et seq., and the Rules of the American Arbitration Association. The arbitrator shall have the final authority to order work performed, to order the payment from one party to another, and to order who shall bear the costs of arbitration. Costs to initiate arbitration shall be paid by the party seeking arbitration. Notwithstanding, the party prevailing in any arbitration proceeding shall be entitled to recover from the other all attorney's fees and costs of arbitration.

ATTACHMENT A**24 CFR Part 5 ANNUAL INCOME INCLUSIONS AND EXCLUSIONS****24 CFR Part 5 Annual Income Inclusions****§5.609 Annual income.**

(a) *Annual income* means all amounts, monetary or not, which:

(1) Go to, or on behalf of, the family head or spouse (even if temporarily absent) or to any other family member; or

(2) Are anticipated to be received from a source outside the family during the 12-month period following admission or annual reexamination effective date; and

(3) Which are not specifically excluded in paragraph (c) of this section.

(4) Annual income also means amounts derived (during the 12-month period) from assets to which any member of the family has access.

(b) Annual income includes, but is not limited to:

(1) The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services;

(2) The net income from the operation of a business or profession. Expenditures for business expansion or amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from the operation of a business or profession will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested in the operation by the family;

(3) Interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for depreciation is permitted only as authorized in paragraph (b)(2) of this section. Any withdrawal of cash or assets from an investment will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested by the family. Where the family has net family assets in excess of \$5,000, annual income shall include the greater of the actual income derived from all net family assets or a percentage of the value of such assets based on the current passbook savings rate, as determined by HUD;

(4) The full amount of periodic amounts received from Social Security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts, including a lump-sum amount or prospective monthly amounts for the delayed start of a periodic amount (except as provided in paragraph (c)(14) of this section);

(5) Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation and severance pay (except as provided in paragraph (c)(3) of this section);

(6) *Welfare assistance payments.*

(i) Welfare assistance payments made under the Temporary Assistance for Needy Families (TANF) program are included in annual income only to the extent such payments:

(A) Qualify as assistance under the TANF program definition at 45 CFR 260.31; and

(B) Are not otherwise excluded under paragraph (c) of this section.

(ii) If the welfare assistance payment includes an amount specifically designated for shelter and utilities that is subject to adjustment by the welfare assistance agency in accordance with the actual cost of shelter and utilities, the amount of welfare assistance income to be included as income shall consist of:

(A) The amount of the allowance or grant exclusive of the amount specifically designated for shelter or utilities; plus

(B) The maximum amount that the welfare assistance agency could in fact allow the family for shelter and utilities. If the family's welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under this paragraph shall be the amount resulting from one application of the percentage.

(7) Periodic and determinable allowances, such as alimony and child support payments, and regular contributions or gifts received from organizations or from persons not residing in the dwelling;

(8) All regular pay, special pay and allowances of a member of the Armed Forces (except as provided in paragraph (c)(7) of this section).

(9) For section 8 programs only and as provided in 24 CFR 5.612, any financial assistance, in excess of amounts received for tuition and any other required fees and charges, that an individual receives under the Higher Education Act of 1965 (20 U.S.C. 1001 *et seq.*), from private sources, or from an institution of higher education (as defined under the Higher Education Act of 1965 (20 U.S.C. 1002)), shall be considered income to that individual, except that financial assistance described in this paragraph is not considered annual income for persons over the age of 23 with dependent children. For purposes of this paragraph, "financial assistance" does not include loan proceeds for the purpose of determining income.

24 CFR Part 5 Annual Income Exclusions

(c) Annual income does not include the following:

(1) Income from employment of children (including foster children) under the age of 18 years;

(2) Payments received for the care of foster children or foster adults (usually persons with disabilities, unrelated to the tenant family, who are unable to live alone);

(3) Lump-sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains and settlement for personal or property losses (except as provided in paragraph (b)(5) of this section);

- (4) Amounts received by the family that are specifically for, or in reimbursement of, the cost of medical expenses for any family member;
- (5) Income of a live-in aide, as defined in §5.403;
- (6) Subject to paragraph (b)(9) of this section, the full amount of student financial assistance paid directly to the student or to the educational institution;
- (7) The special pay to a family member serving in the Armed Forces who is exposed to hostile fire;
- (8)
 - (i) Amounts received under training programs funded by HUD;
 - (ii) Amounts received by a person with a disability that are disregarded for a limited time for purposes of Supplemental Security Income eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS);
 - (iii) Amounts received by a participant in other publicly assisted programs which are specifically for or in reimbursement of out-of-pocket expenses incurred (special equipment, clothing, transportation, child care, etc.) and which are made solely to allow participation in a specific program;
 - (iv) Amounts received under a resident service stipend. A resident service stipend is a modest amount (not to exceed \$200 per month) received by a resident for performing a service for the PHA or owner, on a part-time basis, that enhances the quality of life in the development. Such services may include, but are not limited to, fire patrol, hall monitoring, lawn maintenance, resident initiatives coordination, and serving as a member of the PHA's governing board. No resident may receive more than one such stipend during the same period of time;
 - (v) Incremental earnings and benefits resulting to any family member from participation in qualifying State or local employment training programs (including training programs not affiliated with a local government) and training of a family member as resident management staff. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives, and are excluded only for the period during which the family member participates in the employment training program;
- (9) Temporary, nonrecurring or sporadic income (including gifts);
- (10) Reparation payments paid by a foreign government pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era;
- (11) Earnings in excess of \$480 for each full-time student 18 years old or older (excluding the head of household and spouse);
- (12) Adoption assistance payments in excess of \$480 per adopted child;
- (13) [Reserved]
- (14) Deferred periodic amounts from supplemental security income and Social Security benefits that are received in a lump sum amount or in prospective monthly amounts, or any deferred

Department of Veterans Affairs disability benefits that are received in a lump sum amount or in prospective monthly amounts.

(15) Amounts received by the family in the form of refunds or rebates under State or local law for property taxes paid on the dwelling unit;

(16) Amounts paid by a State agency to a family with a member who has a developmental disability and is living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home; or

(17) Amounts specifically excluded by any other Federal statute from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under any program to which the exclusions set forth in 24 CFR 5.609(c) apply. A notice will be published in the FEDERAL REGISTER and distributed to PHAs and housing owners identifying the benefits that qualify for this exclusion. Updates will be published and distributed when necessary. [See <https://www.federalregister.gov/documents/2014/05/20/2014-11688/federally-mandated-exclusions-from-income-updated-listing> for most recent notice]

(d) *Annualization of income.* If it is not feasible to anticipate a level of income over a 12-month period (e.g., seasonal or cyclic income), or the PHA believes that past income is the best available indicator of expected future income, the PHA may annualize the income anticipated for a shorter period, subject to a redetermination at the end of the shorter period.

ATTACHMENT A-1**Title 25 Section 6914 Gross Income Inclusions – For CalHome activities**

“Gross income” shall mean the anticipated income of a person or family for the twelve-month period following the date of determination of income.

“Income” shall consist of the following:

(a) Except as provided in subdivision (b), “Exclusions”, all payments from all sources received by the family head (even if temporarily absent) and each additional member of the family household who is not a minor shall be included in the annual income of a family. Income shall include, but not be limited to:

- (1) The gross amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses;
- (2) The net income from operation of a business or profession or from rental or real or personal property (for this purpose, expenditures for business expansion or amortization of capital indebtedness shall not be deducted to determine the net income from a business);
- (3) Interest and dividends;
- (4) The full amount of periodic payments received from social security, annuities, insurance policies, retirement funds, pensions, disability or death benefits and other similar types of periodic receipts;
- (5) Payments in lieu of earnings, such as unemployment and disability compensation, worker’s compensation and severance pay;
- (6) Public Assistance. If the public assistance payment includes any amount specifically designated for shelter and utilities which is subject to adjustment by the public assistance agency in accordance with the actual cost of shelter and utilities, the amount of public assistance income to be included as income shall consist of:
 - (A) The amount of the allowance or grant exclusive of the amount specifically designated for shelter and utilities, plus
 - (B) The maximum amount which the public assistance agency could in fact allow for the family for shelter and utilities,
- (7) Periodic and determinable allowances such as alimony and child support payments, and regular contributions or gifts from persons not residing in the dwelling;

All regular pay, special pay and allowances of a member of the Armed Forces (whether or not living in the dwelling) who is head of the family or spouse.

ATTACHMENT B**PART 5 ANNUAL INCOME NET FAMILY ASSET INCLUSIONS AND EXCLUSIONS**

This table presents the Part 5 asset inclusions and exclusions as stated in the HUD Technical Guide for Determining Income and Allowances for HOME Program (Third Edition; January 2005).

Statements from 24 CFR Part 5 – Last Modified: January 2005

Inclusions

1. Cash held in savings accounts, checking accounts, safe deposit boxes, homes, etc. For savings accounts, use the current balance. For checking accounts, use the average 6-month balance. Assets held in foreign countries are considered assets.
2. Cash value of revocable trusts available to the applicant.
3. Equity in rental property or other capital investments. Equity is the estimated current market value of the asset less the unpaid balance on all loans secured by the asset and all reasonable costs (e.g., broker fees) that would be incurred in selling the asset. Under HOME, equity in the family's primary residence is not considered in the calculation of assets for owner-occupied rehabilitation projects.
4. Cash value of stocks, bonds, Treasury bills, certificates of deposit and money market accounts.
5. Individual retirement, 401(K), and Keogh accounts (even though withdrawal would result in a penalty).
6. Retirement and pension funds.
7. Cash value of life insurance policies available to the individual before death (e.g., surrender value of a whole life or universal life policy).
8. Personal property held as an investment such as gems, jewelry, coin collections, antique cars, etc.
9. Lump sum or one-time receipts, such as inheritances, capital gains, lottery winnings, victim's restitution, insurance settlements and other amounts not intended as periodic payments.
10. Mortgages or deeds of trust held by an applicant.

Exclusions

1. Necessary personal property, except as noted in number 8 of Inclusions, such as clothing, furniture, cars and vehicles specially equipped for persons with disabilities.
2. Interest in Indian trust lands.
3. Assets not effectively owned by the applicant. That is, when assets are held in an individual's name, but the assets and any income they earn accrue to the benefit of someone else who is not a member of the household and that other person is responsible for income taxes incurred on income generated by the asset.
4. Equity in cooperatives in which the family lives.
5. Assets not accessible to and that provide no income for the applicant.
6. Term life insurance policies (i.e., where there is no cash value).
7. Assets that are part of an active business. "Business" does not include rental of properties that are held as an investment and not a main occupation.

ATTACHMENT B-1

Title 25 Section 6914 Gross Income Inclusions – For CalHome activities

- (b) The following items shall not be considered as income:
- (1) Casual, sporadic or irregular gift items;
 - (2) Amounts which are specifically for or in reimbursement of the cost of medical expenses;
 - (3) Lump-sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains and settlement for personal or property losses;
 - (4) Amounts of educational scholarships paid directly to the student or to the educational institution, and amounts paid by the government to a veteran for use in meeting the costs of tuition, fees, books and equipment. Any amounts of such scholarships, or payments to veterans not used for the above purposes of which are available for a subsistence are to be included in income;
 - (5) The special pay to a serviceman head of a family away from home and exposed to hostile fire;
 - (6) Relocation payments made pursuant to federal, state, or local relocation law;
 - (7) Foster child care payments;
 - (8) The value of coupon allotments for the purchase of food pursuant to the Food Stamp Act of 1964 which is an excess of the amount actually charged the eligible household;
 - (9) Payments received pursuant to participation of the following volunteer programs under the ACTION Agency:
 - (A) National Volunteer Antipoverty Programs which include VISTA, Service Learning Programs and Special Volunteer Programs.
 - (B) National Older American Volunteer Program for persons aged 60 and over which include Retired Senior Volunteer Programs, Foster Grandparent Program, older American Community Services Program, and National Volunteer Program to Assist Small Business Experience, Service Corps of Retired Executive (SCORE) and Active Corps of Executives (ACE).

ATTACHMENT C**MAXIMUM PURCHASE PRICE/AFTER-REHAB VALUE LIMIT FOR SUTTER COUNTY
(HOME Value Limits as of 04/01/2018)**

COUNTY NAME	One-Family
SUTTER	\$242,000

**HOME SUBSIDY LIMITS PER UNIT FOR SUTTER COUNTY
(Limits are effective 6/4/2018)**

O-BDR	1-BDR	2-BDR	3-BDR	4-BDR
\$147,074	\$168,600	\$205,017	\$265,228	\$291,136

**HOUSEHOLD INCOME LIMITS FOR SUTTER COUNTY*
(Limits are effective 6/1/2018)**

<i>Number of Persons in Household</i>								
	1	2	3	4	5	6	7	8
80% of AMI	\$33,600	\$38,400	\$43,200	\$48,000	\$51,850	\$55,700	\$59,550	\$63,400

**HCD 2018 INCOME LIMITS FOR CALHOME
ADJUSTED FOR FAMILY SIZE FOR SUTTER COUNTY**

Income Level	Household Size							
	1	2	3	4	5	6	7	8
80%	\$33,600	\$38,400	\$43,200	\$48,000	\$51,850	\$55,700	\$59,550	\$63,400

Sponsor will insert the limits for the county in which the Program is located, and will update the income limits annually as HCD provides new information. The link to the official, HCD-maintained Value, Subsidy, and Income limits is: <http://www.hcd.ca.gov/grants-funding/income-limits/state-and-federal-income-limits.shtml> (for HOME and CDBG limits, choose “State CDBG and HOME Income, Value and Rent Limits”; for CalHome income limits, choose “Official State Income Limits”).

**SPONSOR STANDARDS FOR BEDROOM AND BATHROOM ADDITIONS TO
ALLEVIATE OVERCROWDING**

Maximum No. of Persons in the Household	Number of Bedrooms	Number of Bathrooms
1	SRO	1
1	0-BR	1
2	1-BR	1
4	2-BR	2
6	3-BR	2
8	4-BR	3
10	5-BR	3
12	6-BR	4

- Opposite sex children under 6 years of age may share a bedroom, up to 2 children per bedroom.
- Opposite-sex children 6 years of age and older may have their own bedroom.
- Children shall be permitted a separate bedroom from their parents.
- Same-sex children of any age may share a bedroom, up to 2 children per bedroom.
- Adults not in a partner relationship may have their own bedroom.
- 4 or more people – a second bathroom may be added.
- 8 or more people – a third bathroom may be added.
- Same rules apply to mobile home units.

The chart above is used as a guide to overcrowding.

ATTACHMENT D

HOUSING REHABILITATION MARKETING PLAN

SUMMARY

The Sponsor will continue its efforts to market the Housing Rehabilitation Program in a manner that will reach all community members.

All marketing related to the Housing Rehabilitation Program is publicized in both English and Spanish. All marketing materials include information identifying the Sponsor's commitment to fair housing laws and affirmative marketing policy, and are widely distributed. Equal opportunity is emphasized in written materials and oral presentations. A record is maintained by the Sponsor identifying what marketing materials are used, and when and where they are distributed.

Forms of marketing may include fliers, brochures, newspaper ads, articles and public service announcements. Fliers and brochures are distributed at local government buildings, other public buildings and through the mail, as well as to businesses that assist those not likely to apply without special outreach. Advertisements and articles are published in newspapers that are widely circulated within the community.

Established working relationships with local lending agencies also aid in informing the public by facilitating the distribution of informational fliers to households seeking financial assistance for repairs that are unable to obtain conventional financing.

Informational meetings are offered to potential participants to explain Program requirements. Often, minimal formal outreach efforts are required as the need for assistance generally exceeds funds available. However, marketing measures are actively performed in order to maintain a healthy interest list.

Characteristics on all applicants and participants are collected and compared with the Sponsor's demographics. Should the Sponsor find that there are underserved segments of the population, a plan to better serve them will be developed and implemented.

MARKETING FORMS

- Fliers
- Brochures
- Newspaper Ads and Articles
- Public Service Announcements
- Public Informational Meetings

MARKETING VENUES

- Local Government Buildings
- Local Public Services Buildings
- Private Businesses
- Lending Agencies
- Real Estate Offices
- Newspaper
- Radio
- Mail

ATTACHMENT E**RESIDENTIAL ANTI-DISPLACEMENT AND TEMPORARY RELOCATION PLAN
Version 2**

The Housing and Community Development Act of 1974, as amended, and the National Affordable Housing Act of 1990, require all grantees of Community Development Block Grant (CDBG) funds or Home Investment Partnership (HOME) funds to follow a written Residential Anti-displacement and Relocation Assistance Plan (Plan) for any activities which could lead to displacement of occupants whose property is receiving funds from these or other federal funding source. Having been developed in response to both aforesaid federal legislations, this Plan is intended to inform the public of the compliance of the CITY OF YUBA CITY (Sponsor) with the requirements of federal regulations 24 CFR 570.606 under state recipient requirements and Section 104(d) of the Housing and Community Development Act of 1974 and 24 CFR 92 of the HOME federal regulations. The Plan will outline reasonable steps, which the Sponsor will take to minimize displacement and ensure compliance with all applicable federal and state relocation requirements. The Sponsor's governing body has adopted this plan via a formal resolution.

This Plan will affect rehabilitation activities funded by the U.S. Department of Housing and Urban Development (HUD) under the following program titles: HOME, CDBG, Urban Development Action Grant (UDAG), Special Purpose Grants, Section 108 Loan Guarantee Program, and such other grants as HUD may designate as applicable, which take place within the Sponsor's jurisdiction limits.

The Sponsor will provide permanent relocation benefits to all eligible "displaced" households either owner-occupied or renter-occupied units which are permanently displaced by the housing rehabilitation program **(See Section E below.)** In addition, the Sponsor will replace all eligible occupied and vacant occupiable low-income group dwelling units demolished or converted to a use other than low income group housing as a direct result of rehabilitation activities. This applies to all units assisted with funds provided under the Housing and Community Development Act of 1974, as amended, and as described in the Federal Regulations 24 CFR 570.496(a), Relocation, Displacement and Acquisition: Final Rule dated July 18, 1990 (Section 104(d)) and 49 CFR Part 24, Uniform Relocation Assistance (URA) and Real Property Acquisition Regulations Final Rule and Notice (URA) dated March 2, 1989.

All Sponsor programs/projects will be implemented in ways consistent with the Sponsor's commitment to Fair Housing. Participants will not be discriminated against on the basis of race, color, religion, age, ancestry, national origin, sex, familial status, or handicap. The Sponsor will provide equal relocation assistance available 1) to each targeted income group household displaced by the demolition or rehabilitation of housing or by the conversion of a targeted income group dwelling to another use as a direct result of assisted activities; and 2) to each separate class of targeted income group persons temporarily relocated as a direct result of activities funded by HUD programs.

A. Minimizing Permanent Displacement and Temporary Relocation Resulting from Housing Rehabilitation or Reconstruction Activities

Consistent with the goals and objectives of activities assisted under the Act, the Sponsor will take the following steps to minimize the displacement of persons from their homes during housing rehabilitation or reconstruction funded by HUD programs:

1. Provide proper notices with counseling and referral services to all tenants so that they understand their relocation rights and receive the proper benefits. When necessary assist permanently displaced persons to find alternate housing in the neighborhood.
2. Stage rehabilitation of assisted households to allow owner occupants and/or tenants to remain during minor rehabilitation.
3. Encourage owner investors to temporarily relocate tenants to other available safe and sanitary vacant units on the project site area during the course of rehabilitation or pay expenses on behalf of replaced tenants.
4. Work with area landlords, real estate brokers, and/or hotel/motel managements to locate vacancies for households facing temporary relocation.
5. When necessary, use public funds, such as CDBG funds, to pay moving costs and provide relocation/displacement payments to households permanently displaced by assisted activities.

B. Lead Based Paint Mitigation Which Causes Temporary Relocation:

On September 15, 2000, the Final Rule for Lead Based Paint Hazard Control went into effect. Among other things, it requires that federally-funded rehabilitation must use safe work practices so that occupants and workers can be protected from lead hazards. **At no time should the tenant-occupant(s) be present in work areas or designated adjacent areas while LHC activities are taking place in any dwelling unit interior, common area, or exterior.** As such, occupants may not be allowed to remain in their units during the time that lead-based paint hazards are being created or treated. Once work that causes lead hazards has been completed, and the unit passes clearance, the occupants can return. **The tenant-occupants may not reoccupy a work area or adjacent area until post-lead hazard reduction clearance standards have been achieved and verified with laboratory results.** The final rule allows for certain exceptions: programs:

1. The work will not disturb lead-based paint, or create dust-lead or soil-lead hazard; or
2. The work is on exterior only and openings are sealed to prevent dust from entering the home, the work area is cleaned after the work is completed, and the residents have alternative lead free entry; or
3. The interior work will be completed in one period of less than 8-daytime hours and the work site is contained to prevent the release of dust into other areas of the home; or
4. The interior work will be completed within five (5) calendar days, the work site is contained to prevent the release of dust, the worksite and areas within 10 feet of the worksite are cleaned at the end of each day to remove any visible dust and debris, and the residents have safe access to kitchen and bath and bedrooms.

If temporary relocation benefits are not provided because the Sponsor believes that the project meets one of the above criteria, then proper documentation must be provided in the rehabilitation project file to show compliance. It is up to the Sponsor to ensure that the owner occupant or tenant in the project does

not get impacted by lead paint mitigation efforts. In most cases where lead paint mitigation is taking place, occupants (tenants or owners) will be strongly encouraged to relocate even for just a few days until a final lead clearance can be issued by a certified lead based paint assessor. Occupants who are temporarily relocated because of lead based paint mitigation are entitled to the same relocation benefits as those who are relocated because of substantial rehabilitation or reconstruction activities.

C. Temporary Relocation of Owner Occupants:

Owner occupants are not allowed to stay in units which are hazardous environments during lead based paint mitigation. When their home is having lead based paint mitigation work done which will not make it safe to live in, then they are eligible for temporary relocation benefits up to \$3,000, which will be provided as a grant. In the same way, a unit requiring substantial rehabilitation (with or without lead based paint mitigation) which will not allow the family to access a bath or kitchen facility, or if the unit is being demolished and reconstructed, then the family will be eligible for temporary relocation benefits up to \$3,000, which will be provided as a grant. In no case shall the grant for temporary relocation exceed \$3,000 for any one owner occupant.

Owner occupants will be encouraged to move in with family or friends during the course of rehabilitation, since they are voluntarily participating in the Program. The housing rehabilitation loan specialist and/or the rehabilitation construction specialist will complete a temporary relocation benefits form (**See Appendix C**) to document that the owner occupant understands that they must relocate during the course of construction and what benefits they wish to be reimbursed for as part of their relocation.

D. Temporary Relocation of Residential Tenants:

If continued occupancy during rehabilitation is judged to constitute a substantial danger to health and safety of the tenant or the public, or is otherwise undesirable because of the nature of the project, the tenant may be required to relocate temporarily. The contract administrator or rehabilitation specialist will make determination of the need for temporary relocation. The temporary relocation period will not exceed 180 days. All conditions of temporary relocation will be reasonable. Any tenant required to relocate temporarily will be helped to find another place to live which is safe, sanitary and of comparable value and they have the first right to move back into the original unit being rehabilitated at the same rent or lower. He or she may move in with family and friends and still receive full or partial temporary assistance based on eligible cost incurred. The housing rehabilitation loan specialist and/or the rehabilitation specialist will ensure that each tenant-occupied unit under the Program will receive a General Information Notice (GIN) (as soon as possible after a loan application is received) and the tenant will receive a Notice of Non-displacement (after loan approval), and each tenant-occupied unit will have a temporary relocation benefits form completed for them. (**See Appendix C**). These notices will document that each tenant understands what their relocation rights are, and if they must relocate during the course of construction, that they receive the proper counseling and temporary relocation benefits.

A tenant receiving temporary relocation shall receive the following:

1. Increased housing costs (e.g. rent increase, security deposits) and
2. Payment for moving and related expenses, as follows:
 - a. Transportation of the displaced persons and personal property within 50 miles, unless the

grantee determines that farther relocation is justified;

- b. Packing, crating, unpacking, and uncrating of personal property;
- c. Storage of personal property, not to exceed 12 months, unless the grantee determines that a longer period is necessary;
- d. Disconnection, dismantling, removing, reassembling, and reinstalling relocated household appliances and other personal property;
- e. Insurance for the replacement value of personal property in connection with the move and necessary storage;
- f. The replacement value of property lost, stolen or damaged in the process of moving (not through the fault of the displaced person, his or her agent, or employee) where insurance covering such loss, theft or damage is not reasonably available;
- g. Reasonable and necessary costs of security deposits required to rent the replacement dwelling;
- h. Any costs of credit checks required to rent the replacement dwelling;
- i. Other moving related expenses as the grantee determines to be reasonable and necessary, except the following ineligible expenses:
 - 1) Interest on a loan to cover moving expenses; or
 - 2) Personal injury; or
 - 3) Any legal fee or other cost for preparing a claim for a relocation payment or for representing the claimant before the Grantee; or
 - 4) Costs for storage of personal property on real property already owned or leased by the displaced person before the initiation of negotiations.

E. Rehabilitation Activities Requiring Permanent Displacement

The Sponsor's rehabilitation program will not typically trigger permanent displacement and permanent displacement activities fall outside of the scope of this plan. If a case of permanent displacement is encountered, then the staff responsible for the rehabilitation program will consult with Sponsor's legal counsel to decide if they have the capacity to conduct the permanent displacement activity. If local staff does not have the capacity, then a professional relocation consultant will be hired to do the counseling and benefit determination and implementation. If local staff does wish to do the permanent displacement activity then they will consult and follow the HUD Relocation Handbook 1378.

F. Rehabilitation Which Triggers Replacement Housing

If the Sponsor's rehabilitation program assists a property where one or more units are eliminated then under Section 104 (d) of the Housing and Community Act of 1974, as amended applies and the Sponsor is required to replace those lost units. An example of this would be a duplex unit which is converted into a single family unit. In all cases where rehabilitation activities will reduce the number of housing units in the jurisdiction, then the Sponsor must document that any lost units are replaced and any occupants of

reduced units are given permanent relocation benefits. (This does not apply to reconstruction or replacement housing done under a rehabilitation program where the existing unit(s) is demolished and replaced with a structure equal in size without in loss number of units or bedrooms.)

Replacement housing will be provided within three years after the commencement of the demolition or conversion. Before entering into a contract committing the Sponsor to provide funds for an activity that will directly result in such demolition or conversion, the Sponsor will make this activity public (through a noticed public hearing and/or publication in a newspaper of general circulation) and submit to the California Department of Housing and Community Development or the appropriate federal authority the following information in writing:

1. A description of the proposed assisted activity;
2. The location on a map and the approximate number of dwelling units by size (number of bedrooms) that will be demolished or converted to a use other than as targeted income group dwelling units as a direct result of the assisted activity;
3. A time schedule for the commencement and completion of the demolition or conversion;
4. The location on a map and the approximate number of dwelling units by size (number of bedrooms) that will be provided as replacement dwelling units;
5. The source of funding and a time schedule for the provision of the replacement dwelling units;
6. The basis for concluding that each replacement dwelling unit will remain a targeted income group dwelling unit for at least 10 years from the date of initial occupancy; and,
7. Information demonstrating that any proposed replacement of dwelling units with smaller dwelling units (e.g., a two-bedroom unit with two one-bedroom units) is consistent with the housing needs of targeted income group households in the jurisdiction.

The Program Operator for the Sponsor is responsible for tracking the replacement of housing and ensuring that it is provided within the required period. The Sponsor is responsible for ensuring requirements are met for notification and provision of relocation assistance, as described in Section 570.606, to any targeted income group displaced by the demolition of any dwelling unit or the conversion of a targeted income group dwelling unit to another use in connection with an assisted activity.

G. Record Keeping and Relocation Disclosures/Notifications

The Sponsor will maintain records of occupants of federally funded rehabilitated, reconstructed or demolished property from the start to completion of the project to demonstrate compliance with section 104(d), URA and applicable program regulations. Each rehabilitation project, which dictates temporary or permanent or replacement activities, will have a project description and documentation of assistance provided. (See sample forms in HUD Relocation Handbook 1378, Chapter 1, Appendix 11, form HUD-40054)

Appropriate advisory services will include reasonable advance written notice of (a) the date and approximate duration of the temporary relocation; (b) the address of the suitable, decent, safe, and sanitary dwelling to be made available for the temporary period; (c) the terms and conditions under which the tenant may lease and occupy a suitable, decent, safe, and sanitary dwelling.

Notices shall be written in plain, understandable primary language of the persons involved. Persons who are unable to read and understand the notice (e.g. illiterate, foreign language, or impaired vision or other disability) will be provided with appropriate translation/communication. Each notice will indicate the name and telephone number of a person who may be contacted for answers to questions or other needed help. The notices and process below is for only temporary relocation. If permanent relocation is involved then other sets of notice and noticing process and relocation benefits must be applied (See HUD relocation handbook 1378 for those forms and procedures). The Temporary Relocation Advisory Notices to be provided are as follows:

1. General Information Notice: As soon as feasible when an owner investor is applying for Federal financing for rehabilitation, reconstruction, or demolition, the tenant of a housing unit will be mailed or hand delivered a General Information Notice that the project has been proposed and that the tenant will be able to occupy his or her present house upon completion of rehabilitation. The tenant will be informed that the rent after rehabilitation will not exceed current rent or 30 percent of his or her average monthly gross household income. The tenant will be informed that if he or she is required to move temporarily so that the rehabilitation can be completed, suitable housing will be made available and he or she will be reimbursed for all reasonable extra expenses. The tenant will be cautioned that he or she will not be provided relocation assistance if he or she decides to move for personal reasons. **See Appendix A for sample notice to be delivered personally or by certified mail.**
2. Notice of Non Displacement: As soon as feasible when the rehabilitation application has been approved, the tenant will be informed that they will not be permanently displaced and that they are eligible for temporary relocation benefits because of lead based paint mitigation or substantial rehabilitation, or reconstruction of their unit. The tenant will also again be cautioned not to move for personal reasons during rehabilitation, or risk losing relocation assistance. **See Appendix B for sample notice to be delivered personally or by certified mail.**
3. Disclosure to Occupants of Temporary Relocation Benefits: This form is completed to document that the Sponsor is following it's adopted temporary relocation plan for owner occupants and tenants. **See Appendix C for a copy of the disclosure form.**
4. Other Relocation/Displacement Notices: The above three notices are required for temporary relocation. If the Sponsor is attempting to provide permanent displacement benefits then there are a number of other forms which are required. Staff will consult HUD's Relocation Handbook 1378 and ensure that all the proper notices are provided for persons who are permanently displaced as a result of housing rehabilitation activities funded by CDBG or other federal programs.

APPENDIX A

Dear _____,

On (date) , (property owner) submitted an application to the _____ for financial assistance to rehabilitate the building which you occupy at (address) .

This notice is to inform you that, if the assistance is provided and the building is rehabilitated, you will not be displaced. Therefore, we urge you not to move anywhere at this time. (If you do elect to move for reasons of your choice, you will not be provided relocation assistance.)

If the application is approved and Federal assistance is provided for the rehabilitation, you will be able to lease and occupy your present apartment (or another suitable, decent, safe and sanitary apartment in the same building) upon completion of the rehabilitation. Of course, you must comply with standard lease terms and conditions.

After the rehabilitation, your initial rent, including the estimated average monthly utility costs, will not exceed the greater of (a) your current rent/average utility costs, or (b) 30 percent of your gross household income. If you must move temporarily so that the rehabilitation can be completed, suitable housing will be made available to you for the temporary period, and you will be reimbursed for all reasonable extra expenses, including all moving costs and any increase in housing costs.

Again, we urge you not to move. If the project is approved, you can be sure that we will make every effort to accommodate your needs. Because Federal assistance would be involved, you would be protected by the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended.

This letter is important and should be retained. You will be contacted soon. In the meantime, if you have any questions about our plans, please contact (name) , (title) , at (telephone number) , (address) .

Sincerely,

 (name)

 (title)

APPENDIX B

(date)

Dear _____:

On (date), we notified you that the owner of your building had applied for assistance to make extensive repairs to the building. On (date), the owner's request was approved, and the repairs will begin soon.

This is a notice of non-displacement. You will not be required to move permanently as a result of the rehabilitation. This notice guarantees you the following:

1. You will be able to lease and occupy your present apartment [or another suitable, decent, safe and sanitary apartment in the same building/complex] upon completion of the rehabilitation. Your monthly rent will remain until after construction is completed. If increased after construction is done, your new rent and estimated average utility costs will not exceed local fair market rents for your community. Of course, you must comply with all the other reasonable terms and conditions of your lease.
2. If you must move temporarily so that the repairs can be completed, you will be reimbursed for all of your extra expenses, including the cost of moving to and from the temporarily occupied unit and any additional housing costs. The temporary unit will be decent, safe and sanitary, and all other conditions of the temporary move will be reasonable.

Since you will have the opportunity to occupy a newly rehabilitated apartment, I urge you not to move. (If you do elect to move for your own reasons, you will not receive any relocation assistance.) We will make every effort to accommodate your needs. Because Federal assistance is involved, you are protected by the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended.

If you have any questions, please contact (name), (title), at (phone #), (address). Remember; do not move before we have a chance to discuss your eligibility for assistance. This letter is important to you and should be retained.

Sincerely,

(name and title)

APPENDIX C**DISCLOSURE TO OCCUPANT OF TEMPORARY RELOCATION BENEFITS***Top to be completed at time of loan application submittal or Home Visit*

Property Address: _____
 ___ Rental Unit ___ Owner-Occupied Unit

The rehabilitation loan specialist working on behalf of the City/County of _____
 has explained the temporary relocation services and benefits available under the current rehabilitation program relocation plan.

I/we have been advised that the City/County of _____ rehabilitation construction specialist will inform me if I need to be temporarily relocated and will to assist me with scheduling any necessary moves and answer any questions about assistance as needed.

Acknowledged:

 Occupant Signature Date Occupant Signature Date

Complete this at time of acceptance of Work Write Up with initials by occupant

The rehabilitation construction specialist for the City/County of _____
 has explained the Rehabilitation Scope of Work for our house and I/we agree that it will:
 ___ Not require I/we to be relocated. **(If initialed then STOP here and sign bottom.)**
 ___ Yes, I/we need to be temporarily relocated. **(Complete rest of form if initialed.)**

Start date and duration of relocation:

___ Starting on or about _____ we will move for all or part of the rehabilitation project.
 ___ Approximate length of temporary relocation: _____ Number of days.

For temporary relocation, I/We elect to (check all that apply):

- ___ Relocate with friends and family.
 ___ Relocate into a suitable temporary housing unit identified by rehab specialist.
 ___ Relocate furnishings only into a temporary storage unit.

___ I/We have been told what our relocation benefits are and elect **Not** to be reimbursed for any eligible relocation expenses.

___ I/We have been told what our relocation benefits are and want to be reimbursed for: _____

By signing, occupant(s) acknowledge receipt of copy of this form:

 Occupant Signature Date Occupant Signature Date

ATTACHMENT F

LOAN SERVICING POLICIES AND PROCEDURES FOR THE CITY OF YUBA CITY

The City of Yuba City, hereafter called “Sponsor,” has adopted these policies and procedures in order to preserve its financial interest in properties, whose “Borrowers” have been assisted with public funds. The Sponsor will to the greatest extent possible follow these policies and procedures, but each loan will be evaluated and handled on a case-by-case basis. The Sponsor has formulated this document to comply with state and federal regulations regarding the use of these public funds and any property restrictions, which are associated with them.

The policies and procedures are broken down into the follow areas: 1) making required monthly payments or voluntary payments on a loan’s principal and interest; 2) required payment of property taxes and insurance; 3) required Request for Notice of Default on all second mortgages; 4) loans with annual occupancy restrictions and certifications 5) required noticing and limitations on any changes in title or use of property; 6) required noticing and process for requesting a subordination during a refinance; 7) processing of foreclosure in case of default on the loan.

1. Loan Repayments:

The Sponsor will collect monthly payments from those borrowers who are obligated to do so under Notes which are amortized promissory notes. Late fees will be charged for payments received after the assigned monthly date.

For Notes which are deferred payment loans, the Sponsor must accept voluntary payments on the loan. Loan payments will be credited to principal. The Borrower may repay the loan balance at any time with no penalty.

2. Payment of Property Taxes and Insurance:

As part of keeping the loan from going into default, Borrower must maintain property insurance coverage naming the Sponsor as loss payee. Except for HOME-funded loans, if Borrower fails to maintain the necessary insurance, the Sponsor may take out force placed insurance to cover the property while the Borrower puts a new insurance policy in place. All costs for installing the necessary insurance will be added to the loan balance at time of installation of Borrower’s new insurance.

When a property is located in a 100-year floodplain, the Borrower will be required to carry the necessary flood insurance. A certificate of insurance for flood and for standard property insurance naming the City as a lender loss payee will be required at close of escrow. The Sponsor will verify the insurance on an annual basis.

Property taxes must be kept current during the term of the loan. If the Borrower fails to maintain payment of property taxes then the Sponsor may pay the taxes current and add the

balance of the tax payment plus any penalties to the balance of the loan (not permissible when funded with HOME). Wherever possible, the Sponsor encourages Borrower to have impound accounts set up with their first mortgagee wherein they pay their taxes and insurance as part of their monthly mortgage payment.

3. Required Request for Notice of Default:

When the Borrower's loan is in second position behind an existing first mortgage, it is the Sponsor's policy to prepare and record a "Request for Notice of Default" for each senior lien in front of Sponsor's loan. This document requires any senior lienholder listed in the notice to notify the Sponsor of initiation of a foreclosure action. The Sponsor will then have time to contact the Borrower and assist them in bringing the first loan current. The Sponsor can also monitor the foreclosure process and go through the necessary analysis to determine if the loan can be made whole or preserved. When the Sponsor is in a third position and receives notification of foreclosure from only one senior lienholder, it is in their best interest to contact any other senior lienholders regarding the status of their loans.

4. Annual Occupancy Restrictions and Certifications:

On owner-occupant loans the Sponsor may require that Borrowers submit utility bills and/or other documentation annually to prove occupancy during the term of the loan. For CDBG, some loans may have income and housing cost evaluations, which require a household to document that they are not able to make repayments, typically every five years. These loan terms are incorporated in the original note and deed of trust. On HOME-funded loans, annual occupancy verification will occur within 45 days of the anniversary date of the loan.

5. Required Noticing and Restrictions on Any Changes of Title or Occupancy:

In all cases where there is a change in title or occupancy or use, the Borrower must notify the Sponsor in writing of any change. Sponsor and Borrower will work together to ensure the property is kept in compliance with the original Program terms and conditions such that it remains available as an affordable home for low income families. These types of changes are typical when Borrowers do estate planning (adding a relative to title) or if a Borrower dies and property is transferred to heirs or when the property is sold or transferred as part of a business transaction. In some cases the Borrower may move and turn the property into a rental unit without notifying the Sponsor. Changes in title or occupancy must be in keeping with the objective of benefit to low-income households (below 80 percent of AMI).

Change from owner-occupant to owner-occupant occurs at a sale. When a new owner-occupant is not low-income, the loan is not assumable and the loan balance is immediately due and payable. If the new owner-occupant qualifies as low-income, the purchaser may either pay the loan in full or assume all loan repayment obligations of the original owner-occupant, subject to the approval of the Sponsor's Loan Committee (depends on the HCD program).

If a transfer of the property occurs through inheritance, the heir (as owner-occupant) may be provided the opportunity to assume the loan at an interest rate based on household size and

household income, provided the heir is income eligible. If the heir intends to occupy the property and is not low-income, the balance of the loan is due and payable. If the heir intends to act as an owner-investor, the balance of the loan may be converted to an owner/investor interest rate and loan term and a rent limitation agreement is signed and recorded on title. All such changes are subject to the review and approval of the Sponsor's Loan Committee.

Change from owner-occupant to owner-investor occurs when an owner-occupant decides to move out and rent the assisted property, or if the property is sold to an investor. If the owner converts any assisted unit from owner-occupied to rental, the loan is due in full.

Conversion to use other than residential use is not allowable where the full use of the property is changed from residential to commercial or other. In some cases, Borrowers may request that the Sponsor allow for a partial conversion where some of the residence is used for a business but the household still resides in the property. Partial conversions can be allowed if it is reviewed and approved by any and all agencies required by local statute. If the use of the property is converted to a fully non-residential use, the loan balance is due and payable.

6. Requests for Subordinations:

When a Borrower wishes to refinance the property, they must request a subordination request to the Sponsor. The Sponsor will subordinate their loan only when there is no "cash out" as part of the refinance. Cash out means there are no additional charges on the transaction above loan and escrow closing fees. There can be no third-party debt payoffs or additional encumbrance on the property above traditional refinance transaction costs. Furthermore, the refinance should lower the housing cost of the household with a lower interest rate and the total indebtedness on the property should not exceed the current market value.

Upon receiving the proper documentation from the refinance lender, the request will be considered by the loan committee for review and approval. Upon approval, the escrow company will provide the proper subordination document for execution and recordation by the Sponsor.

7. Process for Loan Foreclosure:

Upon any condition of loan default: 1) non-payment; 2) lack of insurance or property tax payment; 3) change in title or use without approval; or 4) default on senior loans, the Sponsor will send out a letter to the Borrower notifying them of the default situation. If the default situation continues, the Sponsor may start a formal process of foreclosure.

When a senior lienholder starts a foreclosure process and the Sponsor is notified via a Request for Notice of Default, the Sponsor, who is the junior lienholder, may cancel the foreclosure proceedings by "reinstating" the senior lienholder. The reinstatement amount or payoff amount must be obtained by contacting the senior lienholder. This amount will include all delinquent payments, late charges and fees to date. Sponsor must confer with Borrower to determine if, upon paying the senior lienholder current, the Borrower can provide future payments. If this is the case, then the Sponsor may cure the foreclosure and add the costs to the balance of the loan with a Notice of Additional Advance on the existing note.

If the Sponsor determines, based on information on the reinstatement amount and status of Borrower, that bringing the loan current will not preserve the loan, then staff must determine if it is cost effective to protect their position by paying off the senior lienholder in total and restructure the debt such that the unit is made affordable to the Borrower. If the Sponsor does not have sufficient funds to pay the senior lienholder in full, then they may choose to cure the senior lienholder and foreclose on the property themselves. As long as there is sufficient value in the property, the Sponsor can afford to pay for the foreclosure process and pay off the senior lienholder and retain some or all of their investment.

If the Sponsor decides to reinstate, the senior lienholder will accept the amount to reinstate the loan up until five (5) days prior to the set "foreclosure sale date." This "foreclosure sale date" usually occurs about four (4) to six (6) months from the date of recording of the "Notice of Default." If the Sponsor fails to reinstate the senior lienholder before five (5) days prior to the foreclosure sale date, the senior lienholder would then require a full pay off of the balance, plus costs, to cancel foreclosure. If the Sponsor determines the reinstatement and maintenance of the property not to be cost effective and allows the senior lienholder to complete foreclosure, the Sponsor's lien may be eliminated due to insufficient sales proceeds.

Sponsor as Senior Lienholder

When the Sponsor is first position as a senior lienholder, active collection efforts will begin on any loan that is 31 or more days in arrears. Attempts will be made to assist the homeowner in bringing and keeping the loan current. These attempts will be conveyed in an increasingly urgent manner until loan payments have reached 90 days in arrears, at which time the Sponsor may consider foreclosure. Sponsor's staff will consider the following factors before initiating foreclosure:

- 1) Can the loan be cured and can the rates and terms be adjusted to allow for affordable payments such that foreclosure is not necessary?
- 2) Can the Borrower refinance with a private lender and pay off the Sponsor?
- 3) Can the Borrower sell the property and pay off the Sponsor?
- 4) Does the balance warrant foreclosure? (If the balance is under \$5,000, the expense to foreclose may not be worth pursuing.)
- 5) Will the sales price of home "as is" cover the principal balance owing, necessary advances, (maintain fire insurance, maintain or bring current delinquent property taxes, monthly yard maintenance, periodic inspections of property to prevent vandalism, etc.) foreclosure, and marketing costs?

If the balance is substantial and all of the above factors have been considered, the Sponsor may opt to initiate foreclosure. The Borrower must receive, by certified mail, a thirty-day notification of foreclosure initiation. This notification must include the exact amount of funds to be remitted to the Sponsor to prevent foreclosure (such as, funds to bring a delinquent BMIR current or pay

off a DPL).

At the end of thirty days, the Sponsor should contact a reputable foreclosure service or local title company to prepare and record foreclosure documents and make all necessary notifications to the owner and junior lienholders. The service will advise the Sponsor of all required documentation to initiate foreclosure (Note and Deed of Trust usually) and funds required from the owner to cancel foreclosure proceedings. The service will keep the Sponsor informed of the progress of the foreclosure proceedings.

When the process is completed, and the property has "reverted to the beneficiary" at the foreclosure sale, the Sponsor could sell the home themselves under a homebuyer program or use it for an affordable rental property managed by a local housing authority or use it for transitional housing facility or other eligible use. The Sponsor could contract with a local real estate broker to list and sell the home and use those funds for Program income-eligible uses.

ATTACHMENT G

CITY OF YUBA CITY FORECLOSURE POLICY

Sponsor As Junior Lienholder

It is the City of Yuba City's (Sponsor's) policy to prepare and record a "Request for Notice" on all junior liens (any lien after the first position) placed on properties financed by a loan.

This document requires any senior lienholder to notify the Sponsor of initiation (recording of a "Notice of Default") of a foreclosure only. This is to alert the junior lienholder that they are to monitor the foreclosure with the senior lienholder. When the Sponsor is in a third position and receives notification of foreclosure from only one senior lienholder, it would be in their best interest to contact both senior lienholders regarding the status of their loans.

The junior lienholder may cancel the foreclosure proceedings by "reinstating" the senior lienholder. The reinstatement amount must be obtained by contacting the senior lienholder. This amount will include all delinquent payments, late charges, advances (fire insurance premiums, property taxes, property protection costs, etc.), and foreclosure costs (fees for legal counsel, recordings, certified mail, etc.)

Once the Sponsor has the information on the reinstatement amount, staff must then determine if it is cost effective to protect their position by reinstating the senior lienholder, keeping them current by submitting a monthly payment thereafter, foreclosing on the property possibly resulting in owning the property at the end of foreclosure, protecting the property against vandalism, and paying marketing costs (readying the home for marketing, paying for yard maintenance, paying a real estate broker a sales commission).

If the Sponsor decides to reinstate, the senior lienholder will accept the amount to reinstate the loan up until five (5) days prior to the set "foreclosure sale date." This "foreclosure sale date" usually occurs about four (4) to six (6) months from the date of recording of the "Notice of Default." If the Sponsor fails to reinstate the senior lienholder before five (5) days prior to the foreclosure sale date, the senior lienholder would then require a full pay off of the balance, plus costs, to cancel foreclosure. If the Sponsor determines the reinstatement and maintenance of the property not to be cost effective and allows the senior lienholder to complete foreclosure, the Sponsor's lien may be eliminated due to insufficient sales proceeds.

Sponsor As Senior Lienholder

When the Sponsor is in a first position, or the senior lienholder, active collection efforts will begin on any loan that is 31 or more days in arrears. Attempts will be made to assist the homeowner in bringing and keeping the loan current. These attempts will be conveyed in an increasingly urgent manner until loan payments have reached 90 days in arrears, at which time the Sponsor may

consider foreclosure. Sponsor staff will consider the following factors before initiating foreclosure:

- Can the loan be cured (brought current or paid off) by the owner without foreclosure?
- Can the owner refinance with a commercial lender and pay off the Sponsor?
- Can the owner sell the property and pay off the Sponsor?
- Does the balance warrant foreclosure? (If the balance is under \$5,000, the expense to foreclose may not be worth pursuing.)
- Will the sales price of home "as is" cover the principal balance owing, necessary advances, (maintain fire insurance, maintain or bring current delinquent property taxes, monthly yard maintenance, periodic inspections of property to prevent vandalism, etc.) foreclosure, and marketing costs?

If the balance is substantial and all of the above factors have been considered, the Sponsor may opt to initiate foreclosure. The owner must receive, by certified mail, a thirty-day notification of foreclosure initiation. This notification must include the exact amount of funds to be remitted to the Sponsor to prevent foreclosure (such as, funds to bring a delinquent BMIR current or pay off a DPL).

At the end of thirty days, the Sponsor should contact a reputable foreclosure service or local title company to prepare and record foreclosure documents and make all necessary notifications to the owner and junior lienholders. The service will advise the Sponsor of all required documentation to initiate foreclosure (Note and Deed of Trust usually) and funds required from the owner to cancel foreclosure proceedings. The service will keep the Sponsor informed of the progress of the foreclosure proceedings. When the process is completed, and the property has "reverted to the beneficiary" at the foreclosure sale, the Sponsor would then contact a real estate broker to market the home.

ATTACHMENT H

CERTIFICATION OF OCCUPANCY

CITY OF YUBA CITY

I/we _____ declare as follows:
(Please Print Occupant's Name(s))

That I/we am/are currently occupying as my/our principal place of residence
the real property commonly known as:

(Address)

(City, State, Zip code)

Daytime Phone Number: _____

Executed on _____, 20____, at _____, CA
(Date) (City)

I/we declare under penalty of perjury that the foregoing is true and correct.

Signature(s) of all occupants:

Occupant: _____

Occupant: _____

Occupant: _____

Occupant: _____

Occupant: _____

ATTACHMENT I**LEAD-BASED PAINT****VISUAL ASSESSMENT, NOTICE OF PRESUMPTION, AND HAZARD REDUCTION FORM**

Section 1: Background Information			
Property Address:			No LBP found or LBP exempt ☐
Select one:	Visual Assessment ☐	Presumption ☐	Hazard Reduction ☐
Section 2: Visual Assessment. Fill out Sections 1, 2, and 6. If paint stabilization is performed, also fill out Sections 4 and 5 after the work is completed.			
Visual Assessment Date:		Report Date:	
Check if no deteriorated paint found ☐			
Attachment A: Summary where deteriorated paint was found. For multi-family housing, list at least the housing unit numbers and common areas and building components (including type of room or space, and the material underneath the paint).			
Section 3: Notice of Presumption. Fill out Sections 1, 3, 5, and 6. Provide to occupant w/in 15 days of presumption.			
Date of Presumption Notice:			
Lead-based paint is presumed to be present ☐ and/or Lead-based paint hazards are presumed to be present ☐			
Attachment B: Summary of Presumption: For multi-family housing, list at least the housing unit numbers and common areas, bare soil locations, dust-lead location, and or building components (including type of room or space, and the materials underneath the paint) of lead-based paint and/or hazards presumed to be present.			
Section 4: Notice of Lead-Based Paint Hazard Reduction Activity. Fill out Sections 1, 4, 5, and 6. Provide to occupant w/in 15 days of after work completed.			
Date of Hazard Reduction Notice:			
Initial Hazard Reduction Notice? Yes ☐ No ☐		Start & Completion Dates:	
If "No", dates of previous Hazard Reduction Activity Notices:			
Attachment C: Activity locations and types. For multi-family housing, list at least the housing unit numbers and common areas (for multifamily housing), bare soil locations, dust-lead locations, and/or building components (including type of room or space, and the material underneath the paint), and the types of lead-based paint hazard reduction activities performed at the location listed.			
Attachment D: Location of building components with <u>lead-based paint remaining</u> in the rooms, spaces or areas where activities were conducted.			
Attachment E: Attach clearance report(s), using DHS form 8552 (and 8551 for abatement activities)			
Section 5: Resident Receipt of Notice for Presumption or Lead-Based Paint Hazard Reduction Activity and Acknowledgement of Receipt of pamphlet <i>Protection Your Family from Lead in Your Home</i>.			
Printed Name:		Signature:	Date:
Section 6: Contact Information		Organization:	
Contact Name:		Contact Signature:	
Date:	Address:	Phone:	

City of Yuba City

Homebuyer Program Guidelines



For:

HOME Investment Partnerships Program

CalHome Program

Serving the City of Yuba City

HOME Approved (8/18/2020)
CalHome Approved (date)

HOMEBUYER PROGRAM GUIDELINES

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CITY OF YUBA CITY HOMEBUYER PROGRAM GUIDELINES

1.0. GENERAL

The above-named entity, hereinafter referred to as the “Sponsor,” has entered into a contractual relationship with the California Department of Housing and Community Development (“HCD”) to administer one or more HCD-funded homebuyer programs. The homebuyer program described herein (the “Program”) is designed to provide assistance to eligible homebuyers in purchasing homes, also referred to herein as “housing units”, located within the Program’s eligible area, as described in Section 3.1.A. The Program provides this assistance in the form of deferred payment “silent” second priority loans as “Gap” financing toward the purchase price and closing costs of affordable housing units that will be occupied by the homebuyers as their primary residence. The Program will be administered by the “Program Operator” as designated by the Sponsor.

1.1. PROGRAM OUTREACH AND MARKETING

All outreach efforts will be done in accordance with state and federal fair lending regulations to assure nondiscriminatory treatment, outreach and access to the Program. No person shall, on the grounds of age, ancestry, color, creed, physical or mental disability or handicap, marital or familial status, medical condition, national origin, race, religion, gender or sexual orientation be excluded, denied benefits or subjected to discrimination under the Program. The Sponsor will ensure that all persons, including those qualified individuals with handicaps, have access to the Program.

- A. The Fair Housing Lender and Accessibility logos will be placed on all outreach materials. Fair housing marketing actions will be based upon a characteristic analysis comparison (census data may be used) of the Program’s eligible area compared to the ethnicity of the population served by the Program (includes, separately, all applications given out and those receiving assistance) and an explanation of any underserved segments of the population. This information is used to show that protected classes (age, gender, ethnicity, race, and disability) are not being excluded from the Program. Flyers or other outreach materials, in English and any other language that is the primary language of a significant portion of the area residents, will be widely distributed in the Program-eligible area and will be provided to any local social service agencies. The Program may sponsor homebuyer classes to help educate homebuyers about the home buying process and future responsibilities. Persons who have participated in local homebuyer seminars will be notified about the Program.
- B. The Program Operator will work with local real estate agents and primary lenders to explain the Program requirements for eligible housing units and homebuyers, and to review Program processes. Local real estate agents and primary lenders will also be encouraged to have their customers participate in the Program.
- C. Section 504 of the Rehabilitation Act of 1973 prohibits the exclusion of an

otherwise qualified individual, solely by reason of disability, from participation under any program receiving Federal funds. The Program Sponsor will take appropriate steps to ensure effective communication with disabled housing applicants, residents and members of the public.

1.2. APPLICATION PROCESS AND SELECTION

- A. The Sponsor maintains a waiting list of applicants. Each applicant is asked to complete an application form, which asks for sufficient information concerning income, employment, and credit history to establish preliminary eligibility for Program participation. Completed applications are processed on a first-come-first-served basis. Priority can be given to residents who live or work in Yuba City. Applications are deemed complete only if all information is completed, the application is signed and dated, and a primary lender's pre-qualification letter is attached to the application. Incomplete applications are returned to the applicant and will not be date/time stamped until complete.
- B. Once the applicant's name comes to the top of the waiting list, their Program eligibility is confirmed and they are invited to a briefing regarding participation in the Program. At the briefing the application is reviewed and the potential homebuyer is given a "Preliminary Eligibility Letter" for the Program along with the following forms: Program Brochure, Attachment (G) Instructions to Home Buyer, List of Participating Lenders, Attachment (E) Sellers Lead-Based Paint Disclosure and the EPA Booklet (Protect Your Family from Lead in Your Home) and (F) Notice to Seller.

If the Program Operator encounters material discrepancies and/or misrepresentations, and/or there are income, asset, household composition, or other important questions that can't be resolved, the Sponsor reserves the right to deny assistance to the household. In this case, the applicant may re-apply after six months have elapsed from the time of written assistance denial.

- C. Each applicant must participate in individual Homebuyer Counseling provided by the Program Operator and receive a certificate of completion.
- D. The potential homebuyer is given 90 days in order to find a qualified home and begin securing a primary loan for the housing unit. If during the 90-day time frame, the potential homebuyer is unable to purchase a home, an extension may be given. However, if it appears the potential homebuyer cannot participate in the Program, the reservation of funds expires and the next person on the waiting list is given an opportunity to participate in the Program.

1.3. THE HOME PURCHASE PROCESS

- A. The following is a simplified example of how a primary lender would analyze a homebuyer's finances to determine how much the homebuyer could afford to borrow from the primary lender towards homeownership.

DEBT SERVICE			
FOR A FAMILY OF FOUR EARNING \$3,388 PER MONTH			
HOUSING PAYMENTS		TOTAL OVERALL PAYMENTS	
Principal & Interest Payment	\$ 865	\$1,180	Housing
Insurance	82	+200	Other Debt Service
Taxes	<u>233</u>	\$1,380	Total Debt Service
Total Housing Expense	\$1,180	(Overall debt service per month is 41% of \$3,388)	
(PITI is 35% of \$3,388)			
OTHER HOUSEHOLD DEBT SERVICE			
Car Payment	\$ 150		
Credit Card Payment	<u>50</u>		
Total Other Debt	\$ 200		

A \$865 per month loan payment equates to borrowing \$143,000 at 5.88% for a 30 year term.

SUBSIDY CALCULATION	
FOR A FAMILY OF FOUR EARNING \$3,388 PER MONTH	
Purchase Price of Property	\$ 210,000
Less Primary loan amount	143,000
Less down payment of 3%	<u>6,300</u>
Equals "GAP"	\$ 60,700
Plus estimated allowable settlement charges	<u>10,500</u>
Equals Total Subsidy	\$ 71,200

- B. The housing unit selection process will be conducted by the homebuyers. Prior to making an offer to purchase an eligible housing unit (see Section 3.0), homebuyer shall provide seller with a disclosure containing the following provisions:

- 1) Homebuyer has no power of eminent domain and, therefore, will not acquire

- the property if negotiations fail to result in an amicable agreement;
- 2) Homebuyer's offer is an estimate of the fair market value of the housing unit, to be finally determined by a state-licensed appraiser;
 - 3) The housing unit will be subject to inspection. The housing unit must comply with local codes at the time of construction and local health and safety standards;
 - 4) All housing units built prior to January 1, 1978, will require a lead paint disclosure to be signed by both the homebuyer and Seller (Attachment E);
 - 5) Since the purchase would be voluntary, the seller would not be eligible for relocation payments or other relocation assistance;
 - 6) The seller understands that the housing unit must be either: currently owner-occupied, newly constructed, or vacant for three months prior to submission of the purchase offer;
 - 7) If the seller is not provided with a statement of the above six provisions prior to the purchase offer, the seller may withdraw from the agreement after this information is provided.
- C. Applicant submits executed standard form purchase and sale agreement and primary lender prequalification letter to Program Operator. The purchase and sale agreement will be contingent on the household and housing unit meeting Program eligibility requirements and receiving Program loan approval. Program Operator verifies applicant eligibility, housing unit and loan eligibility and amount of assistance to be provided consistent with these guidelines.
- D. Program Operator, where Program Operator is not the Sponsor, submits recommendation to the Sponsor for approval or denial, including the reasons for the recommendation. Sponsor determines Applicant's approval or denial, and instructs Program Operator to notify Applicant. Program Operator provides written notification to Applicant of approval or denial with reason and, if denied, a copy of the Program's appeal procedures.
- E. When Primary Lender requirements are met, Program funds are deposited into escrow, with required closing instructions and loan documents.
- F. At the time of escrow closing, the Sponsor shall be named as an additional loss payee on fire, flood (if required), and extended coverage insurance for the length of the loan and in an amount sufficient to cover all encumbrances or full replacement cost of the housing unit. A policy of Title Insurance naming the Sponsor as insured is also required.

1.4. HOMEBUYER COSTS

- A. Eligible households must document that they have the funds necessary for down payment and closing costs as required by the Primary Lender and the Sponsor. The Program's down payment requirement (below) is in place even if the Primary Lender has a lower down payment requirement. If the Primary Lender has a higher

down payment requirement, there is no additional down payment requirement required by the Program.

- B. Homebuyer must contribute a minimum down payment of one percent (1%) of the purchase price, but may contribute more if desired. The City will allow gift funds to be used toward the down payment.
- C. Sponsor will not provide a subsidy that is greater than the amount of the primary mortgage. The subsidy will write down the cost of the primary lender's loan so that the payments of PITI are within approximately 25 to 35% of the gross household income. The Program Operator will determine the level of subsidy and affordability during underwriting of the Program's loan to make sure that it conforms to the requirements of the HCD funding Program.

1.5. HOMEBUYER EDUCATION

Buying a home can be one of the most confusing and complicated transactions anyone can make. Providing the future homebuyer with informative homebuyer education training, can bring success to the Sponsor, Program Operator, the Program and most importantly, the homebuyer. It has been documented that first-time homebuyers that have had homebuyer education have the ability to handle problems that occur with homeownership. All Program participants are required to complete a Sponsor-approved homebuyer education class. The homebuyer education class will cover such topics as the following: preparing for homeownership; available financing; credit analysis; loan closing; homeownership responsibilities; home maintenance; impact of refinancing and loan servicing. Methods of homebuyer counseling and education may include, but are not limited to: one-on-one counseling between homebuyer, counselor and family/individual and/or group workshops and informational sessions. Tools of instruction may include fliers, brochures, power point presentations, worksheets, etc.

1.6. CONFLICT OF INTEREST REQUIREMENTS

When the Sponsor's program contains Federal funds, Section 92.356 of the HOME Final Rule shall be followed for HOME assistance, as follows:

(a) Conflicts prohibited. No persons described in paragraph (b) of this section who exercises or has exercised any functions or responsibilities with respect to activities assisted with HOME funds or who are in a position to participate in a decision making process or gain inside information with regard to these activities, may obtain a financial interest or benefit from a HOME-assisted activity, or have a financial interest in any contract, subcontract or agreement with respect to the HOME-assisted activity, or the proceeds from such activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter. Immediate family ties include (whether by blood, marriage or adoption) the spouse, parent (including stepparent), child (including stepchild), brother, sister (including a stepbrother or stepsister), grandparent, grandchild and in-laws of a covered person.

(b) Persons covered. The conflict of interest provisions of paragraph (a) of this section apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the participating jurisdiction, State recipient, or subrecipient which are receiving HOME funds.

(c) Exceptions: Threshold requirements. Upon the written request of the participating jurisdiction to HCD, HUD may grant an exception to the provisions of paragraph (a) of this section on a case-by-case basis when it determines that the exception will serve to further the purposes of the HOME Investment Partnerships Program and the effective and efficient administration of the participating jurisdiction's program or project. See 24 CFR 92.356(d)(1-6) for details on the documentation needed in order to submit an exception request to HUD.

1.7. NON-DISCRIMINATION REQUIREMENTS

The Program will be implemented in ways consistent with the Sponsor's commitment to non-discrimination. No person shall be excluded from participation in, denied the benefit of, or be subject to discrimination under any program or activity funded in whole or in part with State funds on the basis of his or her religion or religious affiliation, age, race, color, creed, gender, sexual orientation, marital status, familial status (children), physical or mental disability, national origin, or ancestry, or other arbitrary cause.

2.0 APPLICANT QUALIFICATIONS

2.1. CURRENT INCOME LIMITS FOR THE AREA, BY HOUSEHOLD SIZE

All applicants must certify that they meet the household income eligibility requirements for the applicable HCD program(s) and have their household income documented. The income limits in place at the time of loan approval will apply when determining applicant income eligibility. All applicants must have incomes at or below 80% of the County's area median income (AMI), adjusted for household size, as published by HCD.
(See Attachment C for current income limits).

Household: Means one or more persons who will occupy a housing unit. Unborn children will not be counted in family size determination.

Annual Income: Generally, the gross amount of income of all adult household members that is anticipated to be received during the coming 12-month period.

2.2. INCOME QUALIFICATION CRITERIA

Projected annual gross income of the applicant household will be used to determine whether they are above or below the published HCD income limits. Income qualification criteria, as shown in the most recent HCD program-specific guidance at <http://www.hcd.ca.gov/grants-funding/income-limits/income-calculation-and->

[determination-guide.shtml](#), will be followed to independently determine and certify the household's annual gross income. Persons who are non-occupant co-borrowers, i.e., sign the Promissory Note but not the Deed of Trust and will not go on title, will not be required to submit income, and their income and that of their family will not be included in the final income determination.

The Program Operator should compare the applicant's annual gross income to the income the Primary Lender used when qualifying the household. The Primary Lender is usually underwriting to FHA or conventional guidelines and may not calculate the household income or assets in the same way as required by the Program. Income will be verified by reviewing and documenting tax returns, copies of wage receipts, subsidy checks, bank statements and third-party verification of employment forms sent to employers. All documentation shall be dated within six months prior to loan closing and kept in the applicant file and held in strict confidence.

A. HOUSEHOLD INCOME DEFINITION:

Household income is the annual gross income of all adult household members that is projected to be received during the coming 12-month period, and will be used to determine program eligibility. Refer to Income Inclusions and Exclusions for further guidance to the types of incomes to be included or excluded when calculating gross annual income. For those types of income counted, gross amounts (before any deductions have been taken) are used. Two types of income that are not considered would be income of minors and live-in aides. Certain other household members living apart from the household also require special consideration. The household's projected ability to pay must be used, rather than past earnings, when calculating income.

See Attachment A: 24 CFR Part 5 Annual Income Inclusions and Exclusions

B. ASSETS:

There is no asset limitation for participation in the Program. Income from assets, however, is recognized as part of annual income under the Part 5 definition. An asset is a cash or non-cash item that can be converted to cash. The value of necessary items such as furniture and automobiles are not included. *(Note: it is the income earned – e.g. interest on a savings account – not the asset value, which is counted in annual income.)*

An asset's cash value is the market value less reasonable expenses required to convert the asset to cash, including, for example, penalties or fees for converting financial holdings, and costs for selling real property. The cash value (rather than the market value) of an item is counted as an asset.

See Attachment B: Part 5 Annual Income Net Family Asset Inclusions and Exclusions

2.3. DEFINITION OF AN ELIGIBLE HOMEBUYER

HOME and CalHome-funded Programs are required to use the following definition of an eligible homebuyer, which is a “first-time homebuyer” from 8201(l) Title 25 California Code of Regulations:

“First-time homebuyer” means an individual or individuals or an individual and his or her spouse who have not owned a home during the three-year period before the purchase of a home with subsidy assistance, except that the following individual or individuals may not be excluded from consideration as a first-time homebuyer under this definition:

1. a displaced homemaker who, while a homemaker, owned a home with his or her spouse or resided in a home owned by the spouse. A displaced homemaker is an adult who has not, within the preceding two years, worked on a full-time basis as a member of the labor force for a consecutive twelve-month period and who has been unemployed or underemployed, experienced difficulty in obtaining or upgrading employment and worked primarily without remuneration to care for his or her home and family;
2. a single parent who, while married, owned a home with his or her spouse or resided in a home owned by the spouse. A single parent is an individual who is unmarried or legally separated from a spouse and has one or more minor children for whom the individual has custody or joint custody or is pregnant; or
3. an individual or individuals who owns or owned, as a principal residence during the three-year period before the purchase of a home with assistance, a dwelling unit whose structure is:
 - a. not permanently affixed to a permanent foundation in accordance with local or state regulations; or
 - b. not in compliance with state, local, or model building codes and cannot be brought into compliance with such codes for less than the cost of constructing a permanent structure.

3.0. HOUSING UNIT ELIGIBILITY

3.1. LOCATION AND CHARACTERISTICS

- A. Housing units to be purchased must be located within the eligible area. The eligible area is described as follows: “Within the City of Yuba City.”
- B. Housing unit types eligible for the homebuyer Program are new or previously owned single-family residences; condominiums; or manufactured homes in mobilehome parks, in common-interest developments or on a single-family lot and

placed on a permanent foundation system. HOME does not allow manufactured homes unless on a permanent foundation system.

- C. All housing units must be in compliance with State and local codes and ordinances.
- D. Housing units located within a 100-year flood zone will be required to provide proof of flood insurance with an endorsement naming the City as loss payee in order to close escrow.

3.2. CONDITIONS

- A. Construction Inspection and Determining Need for Repairs.

Once the participating homebuyer has executed a purchase agreement for a housing unit, and prior to a commitment of Program funds, the following steps must be taken for the housing unit to be eligible for purchase under the Program:

- 1) When the Sponsor's Program utilizes Federal funds and if the housing unit was constructed prior to 1978 then the lead-based paint requirements of Section 3.2.C will apply.
- 2) The Program Operator, a certified housing inspector, or a Sponsor representative will walk through the housing unit, determine if it is structurally sound, and identify any code related and health and safety deficiencies that need to be corrected. A list of code related repair items will be given to the homebuyers and their Realtor to be negotiated with the seller. Only new construction and homes built within the previous 12 months and not previously occupied are not subject to a home inspection.

If there are one or more health and safety deficiencies, and/or violations of applicable building codes noted in the written report, the Sponsor will approve the subsidy only if the buyer and seller agree to make necessary repairs to the dwelling unit prior to transfer of property ownership at their own expense.

- 3) Upon completion of all work required by the Program Operator, Sponsor, appraiser, pest inspector and/or certified housing inspector, a final inspection will be conducted prior to close of escrow. The inspector will sign off on all required construction work assuring that each housing unit receiving Program assistance is in compliance with local codes and health and safety requirements at the time of purchase and prior to occupancy.
- B. Per Section 8208 of the State HOME regulations, no additional HOME assistance, including rehabilitation funds, may be provided during the period starting one year

following the filing of the Project Completion Report through the end of the Affordability Period.

The HOME Affordability Period is as follows (amount does not include Activity Delivery Costs paid to the State Recipient by HCD):

Amount of HOME Assistance	Period of Affordability in Years
Under \$15,000	5 years
\$15,000 to \$40,000	10 years
Over \$40,000	15 years

- C. **Lead-Based Paint Hazards:** All housing units built prior to 1978 for which HOME funding is anticipated are subject to the requirements of this section 3.2.C. Such homes must undergo a visual assessment by a person who has taken HUD’s online Visual Assessment course. Deteriorated paint must be stabilized using work safe methods. Clearance must be obtained after paint stabilization by a DHS certified LBP Risk Assessor/Inspector. HOME general administrative and activity delivery funds may be used to pay for lead-based paint visual assessments, and if lead mitigation and clearance costs are incurred, these programs may incorporate the costs into the calculation of Program assistance. The following requirements must be met:

- 1) **Notification:** a) Prior to homebuyer’s obligation to purchase a pre-1978 home, the Buyer will be given the most recent copy of and asked to read the EPA pamphlet “*Protect Your Family From Lead in Your Home*” (EPA 747-K-94-001). A signed receipt of the pamphlet will be kept in the Sponsor’s homebuyer file; b) A notice to residents is required following a risk assessment/inspection using form DHS 8552, which is provided by the DHS-certified Risk Assessor/Inspector; c) a notice to residents is required following lead-based paint mitigation work using Visual Assessment and Lead-based Paint Notice of Presumption and Hazard Reduction form, LBP – 1 (Attachment H).
- 2) **Disclosure:** Prior to the homebuyer’s obligation to purchase a pre-1978 housing unit, the HUD disclosure (Attachment E), “Seller’s Lead-based Paint Disclosure” notice must be provided by the seller to the homebuyer.
- 3) **Inspections:** The Inspector shall conduct a “Visual Assessment” of all the dwelling unit’s painted surfaces in order to identify deteriorated paint. All deteriorated paint will be stabilized in accordance with CFR 35.1330 (a) and (b); and a Clearance shall be made in accordance with CFR 35.1340.
- 4) **Mitigation:** If stabilization is required, the contractor performing the mitigation work must use appropriately trained workers. Prior to the contractor starting mitigation work the Program Operator shall obtain copies of the contractor’s and workers’ appropriate proof of LBP training,

as applicable to the job in order to assure that only qualified contractors and workers are allowed to perform the mitigation.

- D. The Program Operator will: 1) confirm that the housing unit is within the eligible area, 2) will review each proposed housing unit to ensure that it meets all eligibility criteria before funding, and 3) ensure a completed Lead Compliance Document Checklist is placed in each purchaser's file (see Attachment I).

3.3 ANTI-DISPLACEMENT POLICY AND RELOCATION ASSISTANCE

Eligible homes will be those that are currently owner-occupied or have been vacant for three months prior to the acceptance of a contract to purchase. A unit is ineligible if its purchase would result in the displacement of a tenant. It is not anticipated that the implementation of the Program will result in the displacement of any persons, households, or families. However, if tenant-occupied homes are included in the Program and relocation becomes necessary, the activity will be carried out in compliance with Sponsor's relocation plan, which describes how those permanently displaced will be relocated and paid benefits in accordance with the following Federal laws.

- A. **Uniform Relocation Assistance (URA) and Real Property Acquisition Policies Act of 1970**

The federal URA and Real Property Acquisition Policies, as amended by the URA Amendments of 1987, contains requirements for carrying out real property acquisition or the displacement of a person, regardless of income status, for a project or program for which HUD financial assistance (including HOME) is provided. Requirements governing real property acquisition are described in Chapter VIII. The implementing regulations, 49 CFR Part 24, require developers and owners to take certain steps in regard to tenants of housing to be acquired, rehabbed or demolished, including tenants who will not be relocated even temporarily.

- B. **Section 104(d) of the Housing and Community Development Act of 1974**

Section 104(d) requires each contractor (CHDO or State Recipient), as a condition of receiving assistance under HOME, to certify that it is following a residential anti-displacement plan and relocation assistance plan. Section 104(d) also requires relocation benefits to be provided to low-income persons who are physically displaced or economically displaced as the result of a HOME assisted project, and requires the replacement of low-income housing, which is demolished or converted. The implementing regulations for Section 104(d) can be found in 24 CFR Part 570(a).

3.4. PROPER NOTIFICATION AND DISCLOSURES

- A. Upon selection of a housing unit, a qualified seller and homebuyer will be given

the necessary disclosures for the Program. The homebuyer must have read and signed all Program disclosure forms. Any and all property disclosures must be reviewed and signed by the homebuyer and seller.

- B. All owners who wish to sell their housing units must receive an acquisition notice (Attachment F) prior to submission of the homebuyer's original offer. This notice will be included in the contract and must be signed by all owners on title. The disclosure must contain the items listed in 1.3.B. (required for federally-funded programs).

4.0. PURCHASE PRICE LIMITS

For HOME, the purchase price limits for this Program shall not exceed the HOME Maximum Purchase Price/After-Rehab Value Limit for Sponsor's County as updated by HCD.

Note: For CalHome-funded loans, the home purchase price is limited as follows: The purchase price cannot exceed 100% of the area median purchase price as established by comparable sales or information provided by the California Real Estate Association.

Attachment C: MAXIMUM PURCHASE PRICE/AFTER-REHAB VALUE LIMITS *Sponsor will update these limits annually as HCD provides new information.

5.0. THE PRIMARY LOAN

Prior to obtaining a loan from the Sponsor, a homebuyer must provide evidence of financing for the maximum amount the Primary Lender is willing to loan (the "primary loan").

A. QUALIFYING RATIOS

The front-end (housing) debt-to-income ratio shall be between 25% and 35% and is the percentage of a borrower's gross monthly income (before deductions) that would cover the cost of the loan principal and interest payment, property taxes, property insurance, mortgage insurance, and HOA dues, if any.

The back-end (total) debt-to-income ratio shall be between 32% and 42% and is the percentage of a borrower's gross monthly income that would cover the cost of housing as described in the paragraph above, plus any other monthly debt payments like car or personal loans and credit card debt, as well as child support and alimony payments.

B. INTEREST RATE

The primary loan must have a fixed interest rate that does not exceed the current market rate, as established by an index identified in the most recent NOFA. No temporary interest rate buy-downs are permitted.

C. LOAN TYPE AND TERM

The primary loan shall be fully amortized and have a term “all due and payable” in no fewer than 30 years. There shall not be a balloon payment due before the maturity date of the Program loan.

D. IMPOUND ACCOUNT

All households will be required to have impound accounts for the payment of taxes and insurance to ensure they remain current.

6.0. THE PROGRAM LOAN

A. MAXIMUM AMOUNT OF PROGRAM ASSISTANCE

For HOME, the amount of Program assistance to a homebuyer toward purchase of a home shall not exceed the maximum HOME subsidy limit for Sponsor’s County per bedroom per the HCD website at <http://www.hcd.ca.gov/grants-funding/income-limits/state-and-federal-income-limits.shtml> and **shall never exceed the amount of the primary mortgage**. See Attachment C of these Program Guidelines for current limits. Any approved “grant” amount for lead-based paint evaluation and reduction activities or for relocation assistance shall be included in this amount, as shall Activity Delivery Costs.

For CalHome, the amount of Program assistance to a homebuyer toward the purchase of a home shall not exceed \$60,000 and shall never exceed the amount of the primary mortgage. Activity Delivery and other administrative costs shall be included in this amount.

B. NON-RECURRING CLOSING COSTS

Non-recurring costs such as credit report, escrow, closing and recording fees, and title report and title insurance, title updates and/or related costs may be included in the Program loan.

C. AFFORDABILITY PARAMETERS FOR HOMEBUYERS

The actual amount of a buyer’s Program subsidy shall be computed according to the housing ratio parameters specified in Section 5.0.A. Each borrower shall receive only the subsidy needed to allow them to become homeowners (“the Gap”) while keeping their housing costs affordable. The Program Operator will use the “front-end ratio” of housing-expense-to-income to determine if the amount of the proposed primary loan is acceptable and, ultimately, the Program subsidy amount required, bridging the gap between the acquisition cost (purchase price plus closing costs) less down payment, and the amount of the primary loan.

D. RATE AND TERMS FOR PROGRAM LOAN

All Program assistance to individual households shall be made in the form of deferred payment (interest and principal) loan (DPL). The Program loan's term shall be for 30 years. The Program loan's interest rate shall be 2% simple interest.

All Program loan payments shall be deferred because the borrowers will have their repayment ability fully utilized under the primary loan. Loan principal shall not be forgiven, and the loan period cannot be extended, except for loans that are resubordinated when a rate and term refinance is approved, per Attachment D.

E. COMBINED LOAN-TO-VALUE RATIO

The loan-to-value ratio for a Program loan, when combined with all other indebtedness to be secured by the property, shall not exceed 100 percent of the sales price plus a maximum of up to 5 percent of the sales price to cover actual closing costs.

7.0. PROGRAM LOAN REPAYMENT

7.1. PAYMENTS ARE VOLUNTARY

Monthly payments are not required and Borrowers may begin making voluntary payments at any time, without penalty. The entire loan balance plus accrued interest will be due at the end of the loan term.

7.2. RECEIVING LOAN PAYMENTS

A. Program loan payments will be made to:

City of Yuba City
Attn: Finance Department
1201 Civic Center Blvd.
Yuba City, CA 95993

B. The Sponsor will be the receiver of loan payments or recaptured funds and will maintain a financial record-keeping system to record payments and file statements on payment status. Payments shall be deposited and accounted for in the Sponsor's Program Income Account, as required by HCD programs. The Program lender will accept loan payments from borrowers prepaying deferred loans, and from borrowers making payments in full upon sale or transfer of the property. All loan payments are payable to the Sponsor. The Sponsor may at its discretion, enter into an agreement with a third party to collect and distribute payments and/or complete all loan servicing aspects of the Program.

7.3. DUE UPON SALE OR TRANSFER

In the event that an owner sells, transfers title, or discontinues residence in the purchased property for any reason, the principal balance of the DPL is due and payable, except:

- A. If the owner of the property dies, and the heir to the property meets income requirements, the First-Time Homebuyer definition, and intends to occupy the home as a principal residence, the heir may be permitted, upon approval of the Sponsor, to assume the loan at the rate and terms the heir qualifies for under the current participation guidelines. If the property owner dies and the heir does not meet eligibility requirements, the loan is due and payable.
- B. If an owner wants to convert the property to a rental unit, or any commercial or non-residential use, the loan is due and payable.
- C. The loan will be in default if the borrower fails to maintain required fire or flood insurance or fails to pay property taxes. See Attachment D on loan defaults for further information on property restrictions.

7.4. LOAN SERVICING POLICIES AND PROCEDURES

See Attachment D for local loan servicing policies and procedures. While the attached policy outlines a system that can accommodate a crisis that restricts borrower repayment ability, it should in no way be misunderstood: The loan must be repaid. All legal means to ensure the repayment of a delinquent loan as outlined in the Loan Servicing Policies and Procedures will be pursued.

7.5. LOAN MONITORING PROCEDURES

Sponsor will monitor Borrowers and their housing units annually to ensure adherence to Program requirements including, but not limited to, the following:

- A. Owner-occupancy
- B. Property tax payment
- C. Hazard insurance coverage
- D. Good standing on Primary loans
- E. General upkeep of housing units

8.0. PROGRAM LOAN PROCESSING AND APPROVAL

- A. Loan Processing

All homebuyers or their representatives will be sent out an eligibility packet with all the necessary forms, disclosures, information, and application. They should submit a complete application packet with all the Sponsor's Program loan documents executed as well as all the information from the Primary Lender. The Primary Lender should submit: 1) accepted property sales contract with proper seller notification; 2) mortgage application with good faith estimates and first mortgage disclosures; 3) full mortgage credit report and rent verification; 4) current third party income verifications and verifications of assets; 5) homeownership

education certificate, if applicable; and 6) signed underwriting transmittal summary and final signed loan application, both from primary lender. Staff will work with local lenders to ensure qualified participants receive only the benefit from the Sponsor's Program needed to purchase the housing unit and that leveraged funds will be used when possible.

B. Creditworthiness

Qualifying ratios are only a rough guideline in determining a potential borrower's creditworthiness. Many factors such as excellent or poor credit history, amount of down payment, and size of loan will influence the decision to approve or disapprove a particular loan. The borrower's credit history will be reviewed by the Sponsor and documentation of such maintained in the loan file. The Sponsor may elect to obtain a credit report or rely on a current copy obtained by the primary lender.

C. Documents from Primary Lender

After initial review of the qualified homebuyer's application packet, the Program Operator will request any additional documents needed. Documents may be faxed, but originals shall be received through the mail before Program funds are committed to escrow. Based on receipt and review of the final documents, the Program Operator will do an income certification (using most recent HCD program's guidance on income calculation and determination), and homebuyer certification (review of credit report and income taxes). Documentation of affordability will then be verified and subsidy requirement determined.

D. Disclosure of Program and Loan Information to Homebuyers

The Program's application and disclosure forms will contain a summary of the loan qualifications of the borrower with and without Program assistance. Housing ratios with and without Program assistance are also outlined in these guidelines. Information on the Program's application will be documented with third party verifications in the file. For example, the sales contract will provide the final purchase price and outline how much of the closing costs are to be paid by the seller, etc. The appraisal, termite and title report will provide information to substantiate the information in the sales contract and guide the construction inspection. The Program loan application will provide current debt and housing information and will be documented by the credit report and income/asset verifications. The Primary Lender's approval letter and estimated closing cost statement should reflect all the information in the loan package and show any contingencies of loan funding. Reviewing the Primary Lender's loan underwriting documentation will provide basic information about the qualification of the applicant and substantiate the affordability provided by the Program loan. By reviewing and crosschecking all the Primary Lender information, the final Program loan amount approved will fall within the affordability parameters of the Program.

8.1. COMPLETION OF UNDERWRITING AND APPROVAL OF PROGRAM LOAN

Once the loan approval package has been completed the Program Operator will submit it to the Sponsor for approval. Sponsor will review the request and may approve it with or without conditions. Upon approval, a final closing date for escrow is set and Program funds are accessed for the homebuyer.

8.2. PRIMARY AND PROGRAM LOAN DOCUMENT SIGNING

The homebuyer(s) sign promissory notes, loan agreements, deeds of trust, and statutory lending notices (Truth In Lending (TIL), etc.); the Deeds of Trust are recorded with the County Clerk/Recorder at the same time, and the request(s) for copy of Notice of Default are also recorded with the County Clerk/Recorder.

8.3. ESCROW PROCEDURES

The escrow/title company shall review the escrow instruction provided by the Program lender and shall issue a California Land Title Association (CLTA) and the American Land Title Association (ALTA) after closing. The CLTA policy is issued to the homebuyer and protects them against failure of title based on public records and against such unrecorded risks as forgery of a deed. The ALTA is issued to each lender providing additional coverage for the physical aspects of the property as well as the homebuyer's title failure. These aspects include anything which can be determined by only physical inspection, such as correct survey lines; encroachments; mechanics liens; mining claims and water rights. The Program lender instructs the escrow/title company in the escrow instructions as to what may show on the policy; the amount of insurance on the policy (all liens should be covered) and the loss payee (each lender should be listed as a loss payee and receive an original ALTA).

9.0. SUBORDINATE FINANCING

Subordinate loans may be used to cover mortgage subsidy costs that exceed the Program maximum loan amount. All subordinate liens must have the payments deferred and the term must be for at least as long as the term of the Program loan.

10.0. EXCEPTIONS AND SPECIAL CIRCUMSTANCES

The Sponsor may make amendments to these Participation Guidelines. Any changes shall be made in accordance with regulations and approved by the Sponsor's Loan Committee and/or governing body, after proposed changes are approved by applicable HCD Contract Management Representative(s).

10.1. DEFINITION OF EXCEPTION

Any case to which a standard policy or procedure, as stated in the guidelines, does not apply or an applicant treated differently from others of the same class would be an

exception.

10.2. PROCEDURES FOR EXCEPTIONAL CIRCUMSTANCES

- A. The Sponsor or its agent may initiate consideration of an exception and prepare a report. This report shall contain a narrative, including the Sponsor's recommended course of action and any written or verbal information supplied by the applicant.
- B. The Sponsor shall make a determination of the exception based on the recommendation of the Program Operator. The request can be presented to the Sponsor's loan committee and/or governing body for a decision.

11.0. DISPUTE RESOLUTION AND APPEALS PROCEDURE

Any applicant denied assistance from the Program has the right to appeal. Complaints concerning the Program should be made to the Program Operator first. If unresolved in this manner, the complaint or appeal must be made in writing and filed with the Sponsor. The Sponsor will then schedule a meeting with the Loan Review Committee. Their written response will be made within thirty (30) working days. If the applicant is not satisfied with the Committee's decision, a request for an appeal may be filed with the Sponsor's governing body. Final appeal must be filed in writing with HCD within one year after denial.

ATTACHMENT A

24 CFR Part 5 ANNUAL INCOME INCLUSIONS AND EXCLUSIONS

24 CFR Part 5 Annual Income Inclusions

§5.609 Annual income.

(a) *Annual income* means all amounts, monetary or not, which:

- (1) Go to, or on behalf of, the family head or spouse (even if temporarily absent) or to any other family member; or
- (2) Are anticipated to be received from a source outside the family during the 12-month period following admission or annual reexamination effective date; and
- (3) Which are not specifically excluded in paragraph (c) of this section.
- (4) Annual income also means amounts derived (during the 12-month period) from assets to which any member of the family has access.

(b) Annual income includes, but is not limited to:

- (1) The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services;
- (2) The net income from the operation of a business or profession. Expenditures for business expansion or amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from the operation of a business or profession will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested in the operation by the family;
- (3) Interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for depreciation is permitted only as authorized in paragraph (b)(2) of this section. Any withdrawal of cash or assets from an investment will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested by the family. Where the family has net family assets in excess of \$5,000, annual income shall include the greater of the actual income derived from all net family assets or a percentage of the value of such assets based on the current passbook savings rate, as determined by HUD;
- (4) The full amount of periodic amounts received from Social Security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts, including a lump-sum amount or prospective monthly amounts for the delayed start of a periodic amount (except as provided in paragraph (c)(14) of this section);
- (5) Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation and severance pay (except as provided in paragraph (c)(3) of this section);

(6) *Welfare assistance payments.*

(i) Welfare assistance payments made under the Temporary Assistance for Needy Families (TANF) program are included in annual income only to the extent such payments:

(A) Qualify as assistance under the TANF program definition at 45 CFR 260.31; and

(B) Are not otherwise excluded under paragraph (c) of this section.

(ii) If the welfare assistance payment includes an amount specifically designated for shelter and utilities that is subject to adjustment by the welfare assistance agency in accordance with the actual cost of shelter and utilities, the amount of welfare assistance income to be included as income shall consist of:

(A) The amount of the allowance or grant exclusive of the amount specifically designated for shelter or utilities; plus

(B) The maximum amount that the welfare assistance agency could in fact allow the family for shelter and utilities. If the family's welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under this paragraph shall be the amount resulting from one application of the percentage.

(7) Periodic and determinable allowances, such as alimony and child support payments, and regular contributions or gifts received from organizations or from persons not residing in the dwelling;

(8) All regular pay, special pay and allowances of a member of the Armed Forces (except as provided in paragraph (c)(7) of this section).

(9) For section 8 programs only and as provided in 24 CFR 5.612, any financial assistance, in excess of amounts received for tuition and any other required fees and charges, that an individual receives under the Higher Education Act of 1965 (20 U.S.C. 1001 *et seq.*), from private sources, or from an institution of higher education (as defined under the Higher Education Act of 1965 (20 U.S.C. 1002)), shall be considered income to that individual, except that financial assistance described in this paragraph is not considered annual income for persons over the age of 23 with dependent children. For purposes of this paragraph, "financial assistance" does not include loan proceeds for the purpose of determining income.

24 CFR Part 5 Annual Income Exclusions

(c) Annual income does not include the following:

(1) Income from employment of children (including foster children) under the age of 18 years;

(2) Payments received for the care of foster children or foster adults (usually persons with disabilities, unrelated to the tenant family, who are unable to live alone);

(3) Lump-sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains and settlement for personal or property losses (except as provided in paragraph (b)(5) of this section);

- (4) Amounts received by the family that are specifically for, or in reimbursement of, the cost of medical expenses for any family member;
- (5) Income of a live-in aide, as defined in §5.403;
- (6) Subject to paragraph (b)(9) of this section, the full amount of student financial assistance paid directly to the student or to the educational institution;
- (7) The special pay to a family member serving in the Armed Forces who is exposed to hostile fire;
- (8) (i) Amounts received under training programs funded by HUD;
- (ii) Amounts received by a person with a disability that are disregarded for a limited time for purposes of Supplemental Security Income eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS);
- (iii) Amounts received by a participant in other publicly assisted programs which are specifically for or in reimbursement of out-of-pocket expenses incurred (special equipment, clothing, transportation, child care, etc.) and which are made solely to allow participation in a specific program;
- (iv) Amounts received under a resident service stipend. A resident service stipend is a modest amount (not to exceed \$200 per month) received by a resident for performing a service for the PHA or owner, on a part-time basis, that enhances the quality of life in the development. Such services may include, but are not limited to, fire patrol, hall monitoring, lawn maintenance, resident initiatives coordination, and serving as a member of the PHA's governing board. No resident may receive more than one such stipend during the same period of time;
- (v) Incremental earnings and benefits resulting to any family member from participation in qualifying State or local employment training programs (including training programs not affiliated with a local government) and training of a family member as resident management staff. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives, and are excluded only for the period during which the family member participates in the employment training program;
- (9) Temporary, nonrecurring or sporadic income (including gifts);
- (10) Reparation payments paid by a foreign government pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era;
- (11) Earnings in excess of \$480 for each full-time student 18 years old or older (excluding the head of household and spouse);
- (12) Adoption assistance payments in excess of \$480 per adopted child;
- (13) [Reserved]
- (14) Deferred periodic amounts from supplemental security income and Social Security benefits that are received in a lump sum amount or in prospective monthly amounts, or any deferred

Department of Veterans Affairs disability benefits that are received in a lump sum amount or in prospective monthly amounts.

(15) Amounts received by the family in the form of refunds or rebates under State or local law for property taxes paid on the dwelling unit;

(16) Amounts paid by a State agency to a family with a member who has a developmental disability and is living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home; or

(17) Amounts specifically excluded by any other Federal statute from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under any program to which the exclusions set forth in 24 CFR 5.609(c) apply. A notice will be published in the FEDERAL REGISTER and distributed to PHAs and housing owners identifying the benefits that qualify for this exclusion. Updates will be published and distributed when necessary. [See <https://www.federalregister.gov/documents/2014/05/20/2014-11688/federally-mandated-exclusions-from-income-updated-listing> for most recent notice]

(d) *Annualization of income.* If it is not feasible to anticipate a level of income over a 12-month period (e.g., seasonal or cyclic income), or the PHA believes that past income is the best available indicator of expected future income, the PHA may annualize the income anticipated for a shorter period, subject to a redetermination at the end of the shorter period.

ATTACHMENT B

PART 5 ANNUAL INCOME NET FAMILY ASSET INCLUSIONS AND EXCLUSIONS

This table presents the 24 CFR Part 5 asset inclusions and exclusions as stated in the HUD Technical Guide for Determining Income and Allowances for HOME Program (Third Edition, January 2005).

Inclusions

1. Cash held in savings accounts, checking accounts, safe deposit boxes, homes, etc. For savings accounts, use the current balance. For checking accounts, use the average 6-month balance. Assets held in foreign countries are considered assets.
2. Cash value of revocable trusts available to the applicant.
3. Equity in rental property or other capital investments. Equity is the estimated current market value of the asset less the unpaid balance on all loans secured by the asset and all reasonable costs (e.g., broker fees) that would be incurred in selling the asset. Under HOME, equity in the family's primary residence is not considered in the calculation of assets for owner-occupied rehabilitation projects.
4. Cash value of stocks, bonds, Treasury bills, certificates of deposit and money market accounts.
5. Individual retirement, 401(K), and Keogh accounts (even though withdrawal would result in a penalty).
6. Retirement and pension funds.
7. Cash value of life insurance policies available to the individual before death (e.g., surrender value of a whole life or universal life policy).
8. Personal property held as an investment such as gems, jewelry, coin collections, antique cars, etc.
9. Lump sum or one-time receipts, such as inheritances, capital gains, lottery winnings, victim's restitution, insurance settlements and other amounts not intended as periodic payments.
10. Mortgages or deeds of trust held by an applicant.

Exclusions

1. Necessary personal property, except as noted in number 8 of Inclusions, such as clothing, furniture, cars and vehicles specially equipped for persons with disabilities.
2. Interest in Indian trust lands.
3. Assets not effectively owned by the applicant. That is, when assets are held in an individual's name, but the assets and any income they earn accrue to the benefit of someone else who is not a member of the household and that other person is responsible for income taxes incurred on income generated by the asset.
4. Equity in cooperatives in which the family lives.
5. Assets not accessible to and that provide no income for the applicant.
6. Term life insurance policies (i.e., where there is no cash value).
7. Assets that are part of an active business. "Business" does not include rental of properties that are held as an investment and not a main occupation.

ATTACHMENT C

MAXIMUM PURCHASE PRICE/AFTER-REHAB VALUE LIMIT FOR SUTTER COUNTY (HOME Value Limits as of 6/1/2021)

EXISTING CONSTRUCTION	NEW CONSTRUCTION (less than 12 months old)
\$309,000	\$309,000

HOME SUBSIDY LIMITS PER UNIT FOR SUTTER COUNTY (Limits are effective 6/4/2020)

O-BDR	1-BDR	2-BDR	3-BDR	4-BDR
\$153,314	\$175,752	\$213,718	\$276,482	\$303,490

INCOME LIMITS FOR SUTTER COUNTY* (Limits became effective 6/1/2021)

<i>Number of Persons in Household</i>								
	1	2	3	4	5	6	7	8
80% of AMI	\$39,050	\$44,600	\$50,200	\$55,750	\$60,250	\$64,700	\$69,150	\$73,600

*Sponsor will insert the limits for the county in which the Program is located, and will update the income limits annually as HCD provides new information. The link to the official, HCD-maintained Value, Subsidy, and Income limits is: <http://www.hcd.ca.gov/grants-funding/income-limits/state-and-federal-income-limits.shtml> (for HOME and CDBG limits, choose “State CDBG and HOME Income, Value and Rent Limits”; for CalHome income limits, choose “Official State Income Limits”)

SPONSOR STANDARDS FOR BEDROOMS AND BATHROOMS TO PREVENT OVERCROWDING

Maximum No. of Persons in the Household	Number of Bedrooms	Number of Bathrooms
1	SRO	1
1	0-BR	1
2	1-BR	1
4	2-BR	2
6	3-BR	2
8	4-BR	3
10	5-BR	3
12	6-BR	4

SEE ADDITIONAL OCCUPANCY FACTORS ON FOLLOWING PAGE

- **Children may share a bedroom, up to 2 children per bedroom.**
- **Children shall be permitted a separate bedroom from their parents.**
- **Adults not in a partner relationship may have their own bedroom.**
- **4 or more people – a second bathroom is allowable.**
- **8 or more people – a third bathroom is allowable.**
- **Same rules apply to mobile home units.**

The chart above is used as a guide to overcrowding.

ATTACHMENT D

LOAN SERVICING POLICIES AND PROCEDURES FOR CITY OF YUBA CITY

The City of Yuba City, hereafter called “Lender,” has adopted these policies and procedures in order to preserve its financial interest in properties whose “Borrowers” have been assisted with public funds. The Lender will to the greatest extent possible follow these policies and procedures, but each loan will be evaluated and handled on a case-by-case basis. The Lender has formulated this document to comply with state and federal regulations regarding the use of these public funds and any property restrictions, which are associated with them.

The policies and procedures are broken down into the following areas: 1) making required monthly payments or voluntary payments on a loan’s principal and interest; 2) required payment of property taxes and insurance; 3) required Request for Notice of Default on all second mortgages; 4) loans with annual occupancy restrictions and certifications 5) required noticing and limitations on any changes in title or use of property; 6) required noticing and process for requesting a subordination during a refinance; 7) processing of foreclosure in case of default on the loan.

1. Loan Repayments:

The Lender will collect monthly payments from those borrowers who are obligated to do so under Notes which are amortized promissory notes. Late fees will be charged for payments received after the assigned monthly due date.

For Notes which are deferred payment loans, the Lender must accept voluntary payments on the loan. Loan payments will be credited to principal. The Borrower may repay the loan balance at any time with no penalty.

2. Payment of Property Taxes and Insurance:

As part of keeping the loan from going into default, borrower must maintain property insurance coverage naming the Lender as loss payee. Except for HOME-funded loans, if borrower fails to maintain the necessary insurance, the Lender may take out force placed insurance to cover the property while the Borrower puts a new insurance policy in place. All costs for installing the necessary insurance will be added to the loan balance at time of installation of Borrower’s new insurance.

When a property is located in a 100-year flood plain, the Borrower will be required to carry the necessary flood insurance. A certificate of insurance for flood and for standard property insurance with an endorsement naming the City as lender loss payee will be required at close of escrow. The lender will verify the insurance on an annual basis.

Property taxes must be kept current during the term of the loan. If the Borrower fails to maintain payment of property taxes then the lender may pay the taxes current and add the balance of the tax payment plus any penalties to the balance of the loan (not permissible when funded with HOME). Wherever possible, the Lender encourages Borrower to have impound accounts set up with their first

mortgagee wherein they pay their taxes and insurance as part of their monthly mortgage payment.

3. Required Request for Notice of Default:

When the Borrower's loan is in second position behind an existing first mortgage, it is the Lender's policy to prepare and record a "Request for Notice of Default" for each senior lien in front of Lender's loan. This document requires any senior lienholder listed in the notice to notify the lender of initiation of a foreclosure action. The Lender will then have time to contact the Borrower and assist them in bringing the first loan current, if possible. The Lender can also monitor the foreclosure process and go through the necessary analysis to determine if the loan can be made whole or preserved. When the Lender is in a third position and receives notification of foreclosure from only one senior lienholder, it is in their best interest to contact any other senior lienholders regarding the status of their loans.

4. Annual Occupancy Restrictions and Certifications:

On owner-occupant loans, the Lender will require that Borrowers submit utility bills and/or other documentation annually to prove occupancy during the term of the loan. For CDBG, some loans may have income and housing cost evaluations, which require a household to document that they are not able to make amortized loan payments, typically every five years. These loan terms are incorporated in the original Note and Deed of Trust. On HOME-funded loans, annual occupancy verification will occur within 45 days of the anniversary date of the loan.

5. Required Noticing and Restrictions on Any Changes of Title or Occupancy:

In all cases where there is a change in title or occupancy or use, the Borrower must notify the Lender in writing of any change. Lender and Borrower will work together to ensure the property is kept in compliance with the original Program terms and conditions such that it remains available as an affordable home for low-income families. These types of changes are typical when Borrowers do estate planning (adding a relative to title) or if a Borrower dies and property is transferred to heirs or when the property is sold or transferred as part of a business transaction. In some cases, the Borrower might move and turn the property into a rental unit without notifying the Lender. Changes in title or occupancy must be in keeping with the objective of benefit to low-income households (below 80 percent of AMI).

Change from owner-occupant to owner-occupant occurs at a sale. When a new owner-occupant is not low-income, the loan is not assumable and the loan balance is immediately due and payable. If the new owner-occupant qualifies as low-income, the purchaser may either pay the loan in full or assume all loan repayment obligations of the original owner-occupant, subject to the approval of the Lender's Loan Committee (depends on the HCD program).

If a transfer of the property occurs through inheritance, the heir (as owner-occupant) may be provided the opportunity to assume the loan at an interest rate based on household size and household income, provided the heir is income eligible. If the heir intends to occupy the property and is not low-income, the balance of the loan is due and payable. For CDBG only, if the heir intends to act as an owner-investor (not permitted under HOME), the balance of the loan may be converted to an owner/investor interest rate and loan term and a rent limitation agreement is signed and recorded on title. All such changes are subject to the review and approval of the Lender's Loan Committee.

Change from owner-occupant to owner-investor occurs when an owner-occupant decides to move out and rent the assisted property, or if the property is sold to an investor. If the owner converts any assisted unit from owner-occupied to rental, the loan is due in full.

Conversion to use other than residential use is not allowable where the full use of the property is changed from residential to commercial or other. In some cases, Borrowers may request that the Lender allow for a partial conversion where some of the residence is used for a business but the household still resides in the property. Partial conversions can be allowed if it is reviewed and approved by any and all agencies required by local statute. If the use of the property is converted to a fully non-residential use, the loan balance is due and payable.

For CalHome, the following transfers of interest shall not require the repayment of the CalHome Program loan:

- A. transfer to a surviving joint tenant by devise, descent, or operation of law on the death of a joint tenant;
- B. a transfer, in which the transferee is a person who occupies or will occupy the property, which is:
 - 1) a transfer where the spouse becomes an owner of the property;
 - 2) a transfer resulting from a decree of dissolution of marriage, legal separation agreement, or from an incidental property settlement agreement by which the spouse becomes an owner of the property; or
 - 3) a transfer into an inter vivos trust in which the Borrower is and remains the beneficiary and occupant of the property.

6. Requests for Subordinations:

When a Borrower wishes to refinance their existing first mortgage, they must submit a written subordination request to the Sponsor. The Sponsor will subordinate their loan only when there is no “cash out” as part of the refinance. No cash out means there are no additional charges on the transaction above loan and escrow closing fees. There can be no third-party debt payoffs or additional encumbrances on the property above traditional refinance transaction costs. The refinance should lower the existing housing cost of the household. The total indebtedness on the property should not exceed the current market value except when the borrower is obtaining a HARP II or other similar federally approved refinance loan. If the HARP II or other similar financing is approved and meets all other requirements, Combined Loan-To-Value will not be considered when reviewing the subordination request.

Also, the loan must:

- 1. be fully amortized and have a fixed interest rate that does not exceed the current market rate, as established by an index identified in the most recent NOFA;
- 2. not have a temporary interest rate buy-down;
- 3. have a term “all due and payable” that matures prior to or concurrently with the maturity date of the Promissory Note. Therefore, the maturity date of the existing Promissory Note should be modified to coincide with the maturity date of the new first mortgage; and,
- 4. not have a balloon payment due before the maturity date of the Program loan.

Upon receiving the proper documentation from the refinance lender, the request will be considered by the loan committee for review and approval. Upon approval, the escrow company will provide the proper subordination document for execution and recordation by the Sponsor.

7. Process for Loan Foreclosure:

Upon any condition of loan default: 1) non-payment; 2) lack of insurance or property tax payment; 3) change in title or use without approval; 4) default on senior loans, the Lender will send out a letter to the Borrower notifying them of the default situation. If the default situation continues then the Lender may start a formal process of foreclosure.

When a senior lienholder starts a foreclosure process and the Lender is notified via a Request for Notice of Default, the Lender, who is the junior lienholder, may cancel the foreclosure proceedings by "reinstating" the senior lienholder. The reinstatement amount or payoff amount must be obtained by contacting the senior lienholder. This amount will include all delinquent payments, late charges and fees to date. Lender must confer with Borrower to determine if, upon paying the senior lienholder current, the Borrower can provide future payments. If this is the case then the Lender may cure the foreclosure and add the costs to the balance of the loan with a Notice of Additional Advance on the existing note.

If the Lender determines, based on information on the reinstatement amount and status of Borrower, that bringing the loan current will not preserve the loan, then staff must determine if it is cost effective to protect their position by paying off the senior lienholder in total and restructure the debt such that the unit is made affordable to the Borrower. If the Lender does not have sufficient funds to pay the senior lienholder in full, then they may choose to cure the senior lienholder and foreclose on the property themselves. As long as there is sufficient value in the property, the Lender can afford to pay for the foreclosure process and pay off the senior lienholder and retain some or all of their investment.

If the Lender decides to reinstate, the senior lienholder will accept the amount to reinstate the loan up until five (5) days prior to the set "foreclosure sale date." This "foreclosure sale date" usually occurs about four (4) to six (6) months from the date of recording of the "Notice of Default." If the Lender fails to reinstate the senior lienholder before five (5) days prior to the foreclosure sale date, the senior lienholder would then require a full pay off of the balance, plus costs, to cancel foreclosure. If the Lender determines the reinstatement and maintenance of the property not to be cost effective and allows the senior lienholder to complete foreclosure, the Lender's lien may be eliminated due to insufficient sales proceeds.

Lender as Senior Lienholder

When the Lender is first position as a senior lienholder, active collection efforts will begin on any loan that is 31 or more days in arrears. Attempts will be made to assist the homeowner in bringing and keeping the loan current. These attempts will be conveyed in an increasingly urgent manner until loan payments have reached 90 days in arrears, at which time the Lender may consider foreclosure. Lender's staff will consider the following factors before initiating foreclosure:

- 1) Can the loan be cured and can the rates and terms be adjusted to allow for affordable payments

such that foreclosure is not necessary?

- 2) Can the Borrower refinance with a private lender and pay off the Lender?
- 3) Can the Borrower sell the property and pay off the Lender?
- 4) Does the balance warrant foreclosure? (If the balance is under \$5,000, the expense to foreclose may not be worth pursuing.)
- 5) Will the sales price of home "as is" cover the principal balance owing, necessary advances, (maintain fire insurance, maintain or bring current delinquent property taxes, monthly yard maintenance, periodic inspections of property to prevent vandalism, etc.) foreclosure, and marketing costs?

If the balance is substantial and all of the above factors have been considered, the Lender may opt to initiate foreclosure. The Borrower must receive, by certified mail, a thirty-day notification of foreclosure initiation. This notification must include the exact amount of funds to be remitted to the Lender to prevent foreclosure (such as, funds to bring a delinquent BMIR current or pay off a DPL).

At the end of thirty days, the Lender should contact a reputable foreclosure service or local title company to prepare and record foreclosure documents and make all necessary notifications to the owner and junior lienholders. The service will advise the Lender of all required documentation to initiate foreclosure (Note and Deed of Trust usually) and funds required from the owner to cancel foreclosure proceedings. The service will keep the Lender informed of the progress of the foreclosure proceedings.

When the process is completed, and the property has "reverted to the beneficiary" at the foreclosure sale, the Lender could sell the home themselves under a homebuyer program or use it for an affordable rental property managed by a local housing authority or use it for transitional housing facility or other eligible use. The Lender could contract with a local real estate broker to list and sell the home and use those funds for program income eligible uses.

ATTACHMENT E
SELLERS LEAD-BASED PAINT DISCLOSURE
Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards
Lead Warning Statement

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

Seller's Disclosure

- (a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):
- (i) ____ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).
- (ii) ____ Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.
- (b) Records and reports available to the seller (check (i) or (ii) below):
- (i) ____ Seller has provided the purchaser with all available records and reports pertaining to Lead-based paint and/or lead-based paint hazards in the housing (list documents below).
- (ii) ____ Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Purchaser's Acknowledgment (initial)

- (c) ____ Purchaser has received copies of all information listed above.
- (d) ____ Purchaser has received the pamphlet Protect Your Family from Lead in Your Home.
- (e) ____ Purchaser has (check (i) or (ii) below):
- (i) ____ received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or
- (ii) ____ waived the opportunity to conduct a risk assessment or inspection for the presence of Lead-based paint and/or lead-based paint hazards (NOT PERMISSIBLE FOR HOME AND CDBG).

Agent's Acknowledgment (initial)

- (f) ____ Agent has informed the seller of the seller's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

_____ Seller	_____ Date	_____ Seller	_____ Date
_____ Purchaser	_____ Date	_____ Purchaser	_____ Date
_____ Agent	_____ Date	_____ Agent	_____ Date

ATTACHMENT F

Disclosure to Seller with Voluntary, Arm's Length Purchase Offer DECLARATION

This is to inform you that _____ would like to purchase the property, located at _____, if a satisfactory agreement can be reached. We are prepared to pay \$_____ for a clear title to the property under conditions described in the attached proposed contract of sale.

Because Federal funds may be used in the purchase, however, we are required to disclose to you the following information:

1. The sale is voluntary. If you do not wish to sell, the buyer, _____, thru the agency, _____ will not acquire your property. The buyer does not have the power of eminent domain to acquire your property by condemnation (i.e. eminent domain) and the agency/Sponsor _____ will not use the power of eminent domain to acquire the property.
2. The estimated fair market value of the property is \$_____ and was estimated by _____, to be finally determined by a professional appraiser prior to close of escrow.

Since the purchase would be a voluntary, arms length, transaction you would not be eligible for relocation payments or other relocation assistance under the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA), or any other law or regulation. Also, as indicated in the contract of sale, this offer is made on the condition that no tenant will be permitted to occupy the property before the sale is completed.

Again, please understand that if you do not wish to sell your property, we will take no further action to acquire it. If you are willing to sell the property under the conditions described in the attached contract of sale, please sign the contract and return it to us at: _____ . If you have any questions about this matter, please contact _____ at _____.

Sincerely,

Title

Buyer

Date

Buyer

Date

Form continues on next page with Seller's Acknowledgment

Disclosure to Seller with Voluntary, Arm's Length Purchase Offer (Page 2)

Acknowledgement

As the Seller I/we understand that the _____ will inspect the property for health and safety deficiencies. I/we also understand that public funds may be involved in this transaction and, as such, if the property was built before 1978, a lead-based paint disclosure must be signed by both the buyer and seller, and that a Visual Assessment will be conducted to determine the presence of deteriorated paint.

As the Seller, I/we understand that under the City's program, the property must be currently owner-occupied, vacant for three months at the time of submission of purchase offer, new (never occupied), or renter purchasing the unit. I/we hereby certify that the property is:

☐ Vacant at least 3 months; ☐ Owner-occupied; ☐ New; or ☐ Being Purchased by Occupant

I/we hereby certify that I have read and understand this "Declaration" and ☐ a copy of said Notice was given to me prior to the offer to purchase. If received after presentation of the purchase offer, I/We choose ☐ to withdraw or ☐ not to withdraw, from the Purchase Agreement.

Seller

Date

Seller

Date

ATTACHMENT G
CITY OF YUBA CITY

INSTRUCTIONS TO HOMEBUYER

- A. Participant works with lender of choice to obtain the primary lender's pre-qualification letter.
- B. After consultation with Program Operator regarding approved bedroom and bathroom maximums (always 3 bedrooms and 2 bathrooms unless overcrowding justifies more to be approved), participant works with real estate agent to select home. Program disclosures are reviewed with agent for presentation to seller. The HOME Program allows only homes vacant for three months or more prior to the date of the purchase offer, unless the current tenant is purchasing the home or the seller has been the only occupant during those three months.
- C. Participant selects home and enters into a purchase contract (contingent upon receiving Program loan approval). Lender provides the Program Operator with a copy of:
 - real estate sales contract
 - residential loan application and credit report
 - verified income documentation
 - disclosure statement
 - proof of personal funds for participation in program
 - breakdown of closing costs
 - structural pest control clearance
 - appraisal with photos and preliminary title report
- D. Program Operator reviews paperwork to determine program eligibility and financing affordability for participant.
- E. Program Operator staff meets with qualified applicant to provide information relative to the program requirements, the lending process, and homeownership responsibilities.
- F. Program Operator has home inspected to document health & safety and code compliance. Notice of any deficiencies or needed corrections are given to participant's real estate agent, with recommended course of action. Only new construction and homes built within the previous 12 months and not previously occupied are not subject to a home inspection.
- G. Program Operator requests loan approval from Sponsor's Loan Review Committee. Following loan approval, Program Operator prepares Deed of Trust, Promissory Note, Request for Notice of Default, Grant Agreement, Owner-Occupant Agreement with City, and Escrow Instructions, and requests check and deposits same into escrow.
- H. Escrow company furnishes Program Operator with proof of documents to be recorded, and any escrow closeout information. After receipt of recorded loan documents, Final escrow Settlement Statement, Insurance Loss Payee Certification and Final Title Insurance Policy (Program Operator) closes out the loan file.

**ATTACHMENT H
LEAD-BASED PAINT**

VISUAL ASSESSMENT, NOTICE OF PRESUMPTION, AND HAZARD REDUCTION FORM

Section 1: Background Information			
Property Address:		No LBP found or LBP exempt ☐	
Select one:	Visual Assessment ☐	Presumption ☐	Hazard Reduction ☐

Section 2: Visual Assessment. Fill out Sections 1, 2, and 6. If paint stabilization is performed, also fill out Sections 4 and 5 after the work is completed.	
Visual Assessment Date:	Report Date:
Check if no deteriorated paint found ☐	
Attachment A: Summary where deteriorated paint was found.	

Section 3: Notice of Presumption. Fill out Sections 1, 3, 5, and 6. Provide to occupant w/in 15 days of presumption.	
Date of Presumption Notice:	
Lead-based paint is presumed to be present ☐ and/or Lead-based paint hazards are presumed to be present ☐	
Attachment B: Summary of Presumption:	

Section 4: Notice of Lead-Based Paint Hazard Reduction Activity. Fill out Sections 1, 4, 5, and 6. Provide to occupant w/in 15 days of after work completed.	
Date of Hazard Reduction Notice:	
Initial Hazard Reduction Notice? Yes ☐ No ☐	Start & Completion Dates:
If "No", dates of previous Hazard Reduction Activity Notices:	
Attachment C: Activity locations and types.	
Attachment D: Location of building components with <u>lead-based paint remaining</u> in the rooms, spaces or areas where activities were conducted.	
Attachment E: Attach clearance report(s), using DHS form 8552 (and 8551 for abatement activities)	

Section 5: Resident Receipt of Notice for Presumption or Lead-Based Paint Hazard Reduction Activity		
Printed Name:	Signature:	Date:

Section 6: Contact Information		Organization:	
Contact Name:		Contact Signature:	
Date:	Address:	Phone:	

ATTACHMENT I

Homebuyer Program Lead Compliance Document Checklist

The following documents should be in each Homebuyer unit file to document compliance with the lead requirements:

Document Name	Purpose	✓
Lead Safe Housing Rule Screening Sheet	Documents exemptions	
Physical inspection form (HQS or equivalent)	Documents visual assessment results	
Seller Certification	Seller certifies that paint was stabilized by qualified workers and that safe work practices were followed during paint stabilization	
Clearance Report and Clearance Review Worksheet	Documents that unit passed clearance	
Disclosure Form	Documents that buyer received disclosure and pamphlet.	
Lead Hazard Reduction Notice	Documents that buyer received required lead hazard reduction notification.	

This was taken from the HUD Website at:

http://portal.hud.gov/hudportal/documents/huddoc?id=20264_leadcompliance.doc

ATTACHMENT 2

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY
TO AUTHORIZE THE CITY MANAGER TO ENTER INTO A SUBRECIPIENT AGREEMENT
WITH HABITAT FOR HUMANITY YUBA/SUTTER FOR THE ADMINISTRATION OF THE
CITY'S HOUSING LOAN PROGRAMS**

WHEREAS, the City is a recipient of HOME, CalHOME, and CDBG funding for the First-Time Homebuyer and Owner-Occupied Housing Rehabilitation programs; and

WHEREAS, the City's previous Housing Loan administrator no longer provides these services; and

WHEREAS, Habitat for Humanity Yuba/Sutter is currently the administrator of these programs for other local jurisdictions and has the experience and familiarity with the City's programs to act in this same capacity for the City of Yuba City.

NOW, THEREFORE, be it resolved by the City Council of the City of Yuba City that the City Manager is authorized to enter into the proposed Subrecipient Agreement, subject to its material terms and subject to approval as to legal form by the City Attorney, with Habitat for Humanity Yuba/Sutter for the administration of the City's Home Loan Programs as it is in the best interest of the City.

The foregoing resolution was duly and regularly introduced, passed, and adopted by the City Council of the City of Yuba City at a regular meeting thereof held on September 20, 2022, by the following vote:

AYES:

NOES:

ABSENT:

Dave Shaw, Mayor

ATTEST:

Ciara Wakefield, Deputy City Clerk

APPROVED AS TO FORM
COUNSEL FOR YUBA CITY:

Shannon Chaffin, City Attorney

CITY OF YUBA CITY
STAFF REPORT

Date: September 20, 2022
To: Honorable Mayor & Members of the City Council;
From: Development Services Department
Presentation By: Ben Moody, Public Works & Development Services Director

Summary

Subject: 2021 CDBG - Consolidated Annual Performance and Evaluation Report
Recommendation: A. Conduct a Public Hearing and after consideration;

B. Adopt a Resolution approving the 2021 CAPER and authorizing staff to submit all necessary documents to the U.S. Department of Housing and Urban Development (HUD)
Fiscal Impact: No direct fiscal impact would result from approving the 2021 CAPER

Purpose:

To solicit public input on the City's Community Development Block Grant (CDBG) program and approve submission of the 2021 CDBG Consolidated Annual Performance and Evaluation Report.

Council's Strategic Goal:

This item addresses the Council's goal of infrastructure in that the City receives funding from the federal U.S. Department of Housing and Urban Development to address housing and community development within the City.

Background:

The Consolidated Annual Performance and Evaluation Report (CAPER) is required of all jurisdictions that receive CDBG entitlement funds from the U.S. Department of Housing and Urban Development (HUD). The purpose of the CAPER is to evaluate the City's progress in using CDBG funds to meet the housing and community development goals contained in the City's five-year Consolidated Plan. The City's grant allocation for the 2021-2022 Program Year (PY) was \$641,102. Per HUD guidelines, these funds must be used to further the overall goals of the CDBG program to provide decent, safe, sanitary housing; a suitable living environment; and to expand economic opportunities for low and moderate-income persons. The 2021-2022 PY covers the period from July 1, 2021 to June 30, 2022.

Analysis:

The purpose of the hearing is to solicit community feedback on the City's efforts in utilizing its CDBG funding to meet the housing and community development goals outlined in the City's Five-Year

Consolidated Plan. It also provides the public an opportunity to identify community housing needs. In addition to this public hearing, the City is holding a public comment period, which commenced on September 10, 2022 and will end on September 24, 2022. Citizens and organizations are encouraged to submit comments regarding the report during this time. To date, no public comments have been received.

2021-2022 Program Year Accomplishments

During the 2021-2022 PY, \$178,974 was expended. Below is a summary of the 2020-2021 PY progress:

Housing Rehabilitation Activities:

Approximately \$17,500 was expended and a total of thirteen (13) extremely-low, low-, and moderate-income disabled or senior households were assisted through the FREED Home Repair project, which provided minor health and safety repairs, accessibility modifications and energy efficiency improvements to homes. Approximately \$7,500 in funding remains for use.

A total of \$30,000 was expended and three (3) extremely low-income households were assisted through Habitat for Humanity's Exterior Home Repair/Preservation program, which provides weatherization, painting, landscaping, and exterior repairs to preserve homes and improve neighborhoods.

The Owner-Occupied housing Rehabilitation program was put on hold while the City transitioned between administrators. City Council approved the transfer of the 2021 funds to the new 2022 CDBG program year activities on July 19, 2022.

Public Service Activities:

342 people were assisted and approximately \$54,404 expended by the Sutter Yuba Homeless Consortium (SYHC) Homeless Assistance Program. The SYHC provides support services to people experiencing temporary homelessness. The SYHC partners with the Central Valley Homeless Veterans Assistance Program, which provides first-month's rent and security deposits to homeless veterans, Bridges to Housing, an organization assisting the homeless or near homeless families with security deposits so they may secure rental housing, and Hands of Hope, a program that provides assistance and mentoring to homeless women and children.

97 people were assisted and \$41,000 expended through the City of Yuba City Police Department – Homeless Liaison program, where the homeless liaison directed homeless individuals towards programs and resources available to them within the City.

Public Facilities Improvements:

ADA Public Facility Improvements Project: The City set aside \$300,000 for the installation of ADA improvements throughout the City's Qualified Low/Mod Census Tracts. This project was put on hold but is expected to be bid in Spring 2023 to allow for construction plan refinement.

Fiscal Impact:

A total of \$178,974 in CDBG funding was expended during the 2021-2022 PY from designated 2021 activities to fund community development projects throughout the City. Approximately \$462,128 remains from the 2021 CDBG allocation. Of this amount, \$143,772 was approved by Council on July

19, 2022, to be transferred from the Owner-Occupied Housing Rehabilitation project to be used for the upcoming 2022-2023 CDBG PY activities. This leaves approximately \$318,300 of the 2021 CDBG allocation left to expend, much of this is allocated for the 2021 ADA Public facilities project. An additional \$393,968 was expended during the program year from both 2020 CDBG-CV and previous years' CDBG activities (2018-2020 PY funds), signaling the continued progress of community development projects throughout the City.

Alternatives:

Delay or modify the proposed 2021 CAPER.

Attachments:

1. Attachment 1 - Resolution to Approve 2021 CAPER
2. Attachment 2 - Draft 2021 CAPER

Prepared By:
Shannon Jones
Administrative Analyst

Submitted By:
Diana Langley
City Manager

ATTACHMENT 1

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY
APPROVING THE 2021 SECOND YEAR CONSOLIDATED ANNUAL PERFORMANCE &
EVALUATION PLAN, CERTIFYING COMPLIANCE WITH THE REQUIREMENTS OF THE
CDBG PROGRAM, AND AUTHORIZING STAFF TO SUBMIT ALL APPROVED DOCUMENTS
TO THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT**

WHEREAS, the Department of Housing and Urban Development determined that the City of Yuba City received \$641,102 under program year 2021 of the Housing and Community Development Act of 1974, as amended; and

WHEREAS, the City of Yuba City held a public hearing on September 20, 2022, to consider public comments and evaluation regarding the 2021 Second Year Consolidated Annual Performance & Evaluation Plan (CAPER), the community development accomplishments and the actual use of CDBG funds contained therein; and

WHEREAS, the City of Yuba City has provided the citizens with an opportunity to review and comment on concerns involving the accomplishments of spent funds for proposed community development and housing activities, the range of activities that may be undertaken and other important program requirements, and provided citizens with adequate opportunity to participate in the review of the 2021 CAPER, including any revisions, changes or amendments thereto for public comment period commencing on September 10, 2022 and ending on September 24, 2022.

NOW, THEREFORE, be it resolved by the City Council of the City of Yuba City that the 2021 CAPER is hereby approved, that the City Manager is authorized to execute all documents related thereto, and that staff is authorized to submit all documents to the United States Department of Housing and Urban Development.

The foregoing resolution was duly and regularly introduced, passed, and adopted by the City Council of the City of Yuba City at a regular meeting thereof held on September 20, 2022, by the following vote:

AYES:

NOES:

ABSENT:

ATTEST:

Dave Shaw, Mayor

Ciara Wakefield, Deputy City Clerk

APPROVED AS TO FORM
COUNSEL FOR YUBA CITY:

Shannon Chaffin, City Attorney
Aleshire & Wynder, LLP

ATTACHMENT 2

CITY OF Yuba City

2021 DRAFT CAPER

CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT

COMMUNITY DEVELOPMENT BLOCK GRANT



Development Services Department

Executive Summary

The City of Yuba City's Development Services Department is responsible for the administration of the Community Development Block Grant (CDBG) funds, including facilitating project/program implementation, monitoring project activities and outcomes, and ensuring compliance with all the U.S. Department of Housing and Urban Development (HUD) requirements and regulations, such as fair housing, Davis-Bacon requirements (prevailing wages), environmental reviews, affirmative action, competitive bidding procedures, and fiscal and contract administration. CDBG activities are carried out by both internal City Departments, as well as external Subrecipients.

The Consolidated Annual Performance and Evaluation Report (CAPER) is a report mandated for all communities that receive CDBG entitlement funds from HUD. The Draft 2021 CAPER covers the period from July 1, 2021 through June 30, 2022 and reports the City's progress in using CDBG funds to meet the housing and community development goals contained in the 2020 Consolidated Plan (Con Plan), a five-year comprehensive planning document that covers the period of July 1, 2020 through June 30, 2025. The Con Plan also identifies the City's overall need for affordable and supportive housing as well as non-housing community development needs. It is comprised of several components, including a five-year Strategic Plan that outlines the strategy for use of available resources to meet identified needs and an Annual Action Plan (AAP) that describes the activities the City plans to undertake to meet the goals set forth in the Strategic Plan. The CAPER evaluates the City's overall progress in carrying out priorities of assistance identified in the Con Plan and Annual Action Plan for the 2021-2022 Program Year.

CR-05 - Goals and Outcomes

Progress the jurisdiction has made in carrying out its strategic plan and its action plan. 91.520(a)

CDBG entitlement funds are the only Community Planning and Development (CPD) funding source the City receives to accomplish the goals and objectives outlined in the Con Plan. While other funding sources like State HOME and CalHome funds are available, CDBG funding is tailored to meet the highest priority needs and other funding sources are leveraged to assist with filling in the gaps. In addition, several community development activities are funded with CDBG to specifically target the need to provide a suitable living environment for low and moderate-income households.

The Draft 2021 CAPER reports on the second year in the 2020 Con Plan. The City is on target for meeting the goals set by the five-year strategic plan for the City's CDBG program. The following sections provide a more detailed analysis of the City's performance for the 2021 Program Year.

Comparison of the proposed versus actual outcomes for each outcome measure submitted with the consolidated plan and explain, if applicable, why progress was not made toward meeting goals and objectives. 91.520(g)

Categories, priority levels, funding sources and amounts, outcomes/objectives, goal outcome indicators, units of measure, targets, actual outcomes/outputs, and percentage completed for each of the grantee's program year goals.

Goal	Category	Source / Amount	Indicator	Unit of Measure	Expected – Strategic Plan	Actual – Strategic Plan	Percent Complete	Expected – Program Year	Actual – Program Year	Percent Complete
Homeless Assistance	Homeless	CDBG: \$96,165	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	684	849	124.12%	275	439	160%
Housing Rehabilitation	Affordable Housing	CDBG: \$228,772	Homeowner Housing Rehabilitated	Household Housing Unit	15	26	173.33%	73	16	21.9%
Infrastructure Improvements/ADA Modifications	Non-Housing Community Development	CDBG: \$300,000	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit	Persons Assisted	8,500	4,500	52.94%	12,736	0	0.00%

Table 1 - Accomplishments – Program Year & Strategic Plan to Date

Assess how the jurisdiction's use of funds, particularly CDBG, addresses the priorities and specific objectives identified in the plan, giving special attention to the highest priority activities identified.

During the 2021 Program Year (PY) the City continued to address the high priority needs identified in the Con Plan, including preservation of existing units; homeless housing and supportive services; housing and supportive services for special needs; and public improvements and infrastructure, including ADA improvements. Recognizing there are limited resources available, the City actively supported efforts by other entities to acquire funding for priority needs, identified in the Con Plan, that benefit low- and moderate-income residents.

The Sutter-Yuba Homeless Consortium (SYHC) was designated to act as the lead agency and fiscal agent in providing services and programs to the City's homeless population. These programs and services were provided in conjunction with six (6) other non-profit agencies, Hands of Hope, Bridges to Housing, The Salvation Army, Central Valley Homeless Veterans Assistance Program, Regional Emergency Shelter Team (REST) and the Sutter County Homeless Shelter.

- **Sutter Yuba Homeless Assistance:** A total of \$54,404 was expended to provide public and homeless services; a combined total of 342 low-income persons were assisted through the combined efforts of the Sutter-Yuba Homeless Consortium and six (6) non-profit agencies who serve the City's homeless population.
- **City of Yuba City Police Department – Homeless Liaison:** A total of \$41,761 was expended for a staff person to coordinate referrals for services for the homeless population; a total of 97 extremely low-income persons were assisted.
- **Housing Rehabilitation:**
 - **Owner-Occupied Housing Rehabilitation Program:** Due to the transition of housing loan contract administrators, loan payoffs, and the housing market prices, this project did not move forward. Funding was approved by City Council to be transferred to activities for the new 2022-2023 CDBG program year.
 - **Habitat for Humanity – Exterior Home Repair Program:** A total of \$30,000 was expended and three (3) homes were completed during this program year. In addition, Habitat for Humanity expended the remainder of their 2020 CDBG funding, which was used to assist two (2) households.
 - **FREED Center for Independent Living – Home Repair Program:** A total of \$17,619.33 was expended and assistance provided to thirteen (13) beneficiaries during the PY, projects included modification to improve mobility/accessibility and

upgrades/replacements to critical appliances for senior and/or disabled individuals.

- **Infrastructure Improvements/ADA Modifications:** ADA Public Facility Improvements Project: The City set aside a total of \$300,000 for the installation of new curb, gutter and ADA compliant sidewalks/ramps to provide accessibility and safe passage for individuals with disabilities. Approximately \$59,000 was expended during the PY for staff time and construction plan development. The project is expected to be bid in Spring of 2023 and completed shortly after.

In addition to the above 2021 CDBG activities, the below **CDBG-CV** activities were completed during the PY:

- **Playzeum Play-for-All Initiative:** \$34,150 expended and 101 low-income children served through providing scholarships for summer camp and classes
- **City of Yuba City Fire Department – Fire Fighter PPE's:** \$133,053 expended and 48 sets of PPE received.
- **REST – Emergency Winter Shelter:** \$10,000 expended and 59 individuals assisted.

CR-10 - Racial and Ethnic composition of families assisted

Describe the families assisted (including the racial and ethnic status of families assisted).

91.520(a)

	CDBG
White	301
Black or African American	50
Asian	0
American Indian or American Native	22
American Indian/Alaskan Native & White	13
Native Hawaiian or Other Pacific Islander	14
Other Multi-racial	43
Total	443
Hispanic	132
Not Hispanic	323

Table 2 – Table of assistance to racial and ethnic populations by source of funds

Narrative

A total of 455 families were assisted with CDBG funding during the 2021 Program Year; 301 of those assisted identified as White. Approximately 41% identified themselves as Hispanic, some of which did not also identify as white (which accounts for the discrepancy between 455 total families assisted for the year, but only 443 when adding all the ethnicities and races together). Other ethnicities assisted include: 50 Black or African American, 22 American Indian or American Native, 13 American Indian/Native Alaskan and White, 14 Native Hawaiian or Other Pacific Islander, and 43 Other Multi-Racial.

CR-15 - Resources and Investments 91.520(a)

Identify the resources made available

Source of Funds	Source	Resources Made Available	Amount Expended During Program Year
CDBG	Public - Federal	\$1,011,991.77	\$178,974
Other – CDBG CV	Public - Federal	\$824,716	\$215,729.87

Table 3 - Resources Made Available

Narrative

The City received Community Development Block Grant (CDBG) Entitlement funds through the United States Department of Housing and Urban Development (HUD). Below is a breakdown of the total “Resources Made Available” as identified in table 3 above; all of which are CDBG funds:

The City’s CDBG allocation for the 2021 Program Year (PY) was \$641,102; the balance at the beginning of the PY, July 1, 2021, was \$266,944.37; in addition, the City received \$103,945.40 in Program Income for a total of \$1,011,991.77.

Identify the geographic distribution and location of investments

Target Area	Planned Percentage of Allocation	Actual Percentage of Allocation	Narrative Description
Citywide	40	53	Other
Qualified Low/Mod Census Tracts	40	47	Low/Mod Areas

Table 4 – Identify the geographic distribution and location of investments

Narrative

In general, the City allocated investment of resources on a city-wide basis. The distribution of funding is predicated somewhat on the nature of the activities funded. Resources targeted to preservation of existing housing were allocated on a city-wide basis. Resources targeted to special needs populations, including homeless, were allocated on a city-wide basis, where needs are identified and/or where resources could be coordinated with existing facilities and services. Activities such as public facilities and improvements were targeted to the City’s Qualified Low/Mod Census Tracts most in need of assistance. No Economic Development activities were funded with CDBG funds during this Program Year.

Leveraging

Explain how federal funds leveraged additional resources (private, state and local funds), including a description of how matching requirements were satisfied, as well as how any publicly owned land or property located within the jurisdiction that were used to address the needs identified in the plan.

Community Development Block Grant (CDBG) funds are not sufficient to fully fund activities; as a result, activities undertaken are leveraged with a variety of Federal, State funds, charitable organizations and private donations. Subrecipients identify additional funding sources in their budgets included with their applications for CDBG funding. The CDBG funds do not require matching funds. The City continues to struggle to meet any matching requirements when applying for other Federal or State funding sources.

There is no publicly owned land or properties located within the City that were used to address needs identified in the 2020 Con Plan or 2021 Action Plan.

The City pursued and supported applications by other entities who applied for Federal and State funding during the 2021 Program Year to address priority needs. The City's application for Permanent Local Housing Allocation (PLHA) funding from HCD was approved; as a result, the City will receive approximately \$310,000. The City has committed some of these funds in collaboration with the County to be used for an overnight camping site where homeless individuals can safely park overnight and have access to restrooms and a secure location. The City is currently in the process of determining how best to utilize the remaining funds to address housing needs.

CR-20 - Affordable Housing 91.520(b)

Evaluation of the jurisdiction's progress in providing affordable housing, including the number and types of families served, the number of extremely low-income, low-income, moderate-income, and middle-income persons served.

The City continued offering and/or providing funding for affordable housing activities which includes the single-family Owner Occupied Housing Rehabilitation, First-Time Homebuyer Down Payment Assistance and the Exterior Home Repair Programs. The City worked in partnership with local non-profit agencies and the to preserve affordable housing units.

	One-Year Goal	Actual
Number of Homeless households to be provided affordable housing units	0	0
Number of Non-Homeless households to be provided affordable housing units	73	17
Number of Special-Needs households to be provided affordable housing units	0	0
Total	73	17

Table 5 – Number of Households

	One-Year Goal	Actual
Number of households supported through Rental Assistance	0	1
Number of households supported through The Production of New Units	0	0
Number of households supported through Rehab of Existing Units	73	16
Number of households supported through Acquisition of Existing Units	0	0
Total	73	17

Table 6 – Number of Households Supported

Discuss the difference between goals and outcomes and problems encountered in meeting these goals.

The transition of housing loan administrators, housing market prices, and specific guidelines from the State on how loan program funds can be spent have created issues in meeting the City's goals for affordable housing.

Although the City does not operate a rental assistance program, the RHA administers the Housing Choice Voucher (HCV) Section 8 Rental Assistance Program. A total of 481 households were assisted during this Program Year (PY). The RHA also administers the Low-Income Public Housing Program which assisted a total of 120 families this Program Year. The RHA also administers the United States Department of Agriculture (USDA) – Rural Development Housing Program; it assisted a total of 185 families this PY.

Discuss how these outcomes will impact future annual action plans.

Despite the issues described above, with the City contracting with a new loan administrator, and the State re-evaluating the First-Time Homebuyer program, the City will be able to meet the goals set forth for future action plans.

Include the number of extremely low-income, low-income, and moderate-income persons served by each activity where information on income by family size is required to determine the eligibility of the activity.

Number of Households Served	CDBG Actual	HOME Actual
Extremely Low-income	225	0
Low-income	82	0
Moderate-income	148	0
Total	455	0

Table 7 – Number of Households Served

Narrative Information

Of the total 455 low-income persons assisted above, 13 were assisted through the FREED Home Repair Program and 3 assisted through the Habitat for Humanity Exterior Home Repair program.

97 were assisted by the Yuba City Police Department Homeless Liaison and 342 were assisted by the Sutter-Yuba Homeless Consortium.

CR-25 - Homeless and Other Special Needs 91.220(d, e); 91.320(d, e); 91.520(c)

Evaluate the jurisdiction's progress in meeting its specific objectives for reducing and ending homelessness through:

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

Many persons experiencing homelessness, require specialized or intensive assistance in order to get back into permanent housing and be linked with services needed for on-going stability. Often, homeless persons suffer from mental health conditions, drug or alcohol addiction, chronic physical illnesses, and many experience more than one of these conditions, which may contribute to their homelessness.

The City relies on the Sutter-Yuba Homeless Consortium (SYHC), our area's Continuum of Care (CoC), to coordinate services for the homeless. The SYHC is a regional, non-profit organization that brings together public and private agencies and organizations to address the full scope of housing and supportive services needed by the varying homeless population. During this Program Year (PY), SYHC has implemented its Coordinated Entry System (CES). Coordinated Entry is a HUD-mandated requirement to prioritize services to the most vulnerable within the community. In Yuba City, the CES is located at Hands of Hope's day services center. Upon entering the CES, homeless individuals have their needs assessed to determine which services they are eligible for and are assigned a case manager to assist them in obtaining permanent housing. Additionally, Hands of Hope offers several life skills classes to help facilitate a client's move toward self-sufficiency.

Annually the SYHC, along with volunteers, conduct a Point-in-Time (PIT) count of the homeless. The information is limited since it cannot count every person that is homeless or count people that are at risk of homelessness. It does however provide an estimate of the homeless population, helps to assess the needs of the various sub-populations, and helps to assess the progress in ending homelessness. In PY 2020, the most recent unsheltered count, SYHC identified a total of 1,074 individuals in Sutter and Yuba Counties. Approximately 18% of individuals were identified as being chronically homeless, 45% struggled with substance abuse, and 40% identified as physically disabled.

All agencies that received CDBG funding during this Program Year (PY) utilize intake forms to collect data and assess the needs of homeless individuals and families. They assess for chronic homelessness, physical, mental, or behavioral issues as well as any financial difficulties these individuals may have. Once their individual needs are assessed, they construct a case plan specific to their needs and assist them in achieving their individual goals and milestones. Their assistance can include classes that address specific barriers that each client may have that affect them maintaining housing stability. These classes may include; Seeking Safety, Anger Management, Relapse Prevention, Life Skills, Budgeting, Co-dependency, Kitchen class, Health Classes, Grief Counseling, One-on-Ones with case managers and Parenting classes. Unfortunately, COVID-19 has caused some of these classes to be on hold.

Addressing the emergency shelter and transitional housing needs of homeless persons

The City works within the framework of and relies on the SYHC and member agencies to address the emergency shelter and transitional housing needs of homeless individuals and families.

The City took the following actions during this PY to address the needs of homeless persons: 1) The City's zoning code allows for emergency shelter and transitional shelter sites in accordance with State Law; and 2) the City continued to support applications for emergency shelter and/or transitional housing funding by the SYHC and member agencies, consistent with City policy.

Better Way shelter, Sutter County's homeless shelter opened in doors in the City of Yuba City in 2019. Better Way has a 40-bed capacity, and offers a temporary place to stay for up to 3 months for single individuals age 18 and above.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: likely to become homeless after being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); and, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs

Low-income households overpaying for rent and utilities are constantly at risk of becoming homeless. The City's objectives for helping low-income individuals and families avoid homelessness include maintain and increasing the supply of affordable housing as well as supporting the efforts of SYHC and its member agencies.

During this PY the City provided CDBG funds to the SYHC. The SYHC provides a forum for its member agencies who assist low-income households and individuals receiving assistance from public and private agencies to develop comprehensive, coordinated services that address the underlying reasons for homelessness helping those individuals and families avoid becoming homeless. The SYHC allocates funding to non-profit agencies who provide programs and services to the City's homeless population. These agencies are: The Bridges to Housing, Central Valley Homeless Veterans Assistance Program, and the Salvation Army; these agencies provide assistance with security deposits, one-time rental assistance, utility assistance, on-going supportive services and/or case management to individuals and families that are formerly homeless or at risk of becoming homeless.

Bridges to Housing provides financial assistance to low income individuals and families in the form of security deposits to prevent them from becoming homeless. The deposit assistance provided by Bridges to Housing is sometimes the financial assistance needed to help those at risk of being homeless moving forward in a positive direction. Providing security deposit assistance to homeless individuals or families give them a fresh start placing them in a stable and safe environment and moving them from the uncertainty of being homeless. Bridges to Housing also provides everyone with a list of additional resources and referrals to such organizations as Hands of Hope while they are going through this transition

period giving them the additional hope and resources they need avoid becoming homeless again.

The Central Valley Homeless Veterans Assistance Program provides assistance to veterans with one-time rent assistance and utility assistance to create or maintain stable housing. They also provide additional supportive services and participate and support the Sutter-Yuba Veterans Stand Down event held annually during which veterans and their families receive a variety of services.

The City's efforts during this PY to help low-income individuals and families avoid becoming homeless included continuing its Housing Rehabilitation Program that maintains the City's existing affordable housing stock as well as continuing to work in cooperation with the Regional Housing Authority (RHA). The RHA provides a variety of housing options to low and very low-income households. The City also supported efforts by the RHA to apply for a HOME housing price waiver from HCD so that both the First-Time Homebuyer and Owner Occupied Rehabilitation programs can effectively operate under the high housing prices within the City. RHA and the City are currently awaiting a determination.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

The City does not provide supportive services or case management to homeless or formerly homeless persons. The City relies on the SYHC and its member service providers to address the supportive services and case management needed to help homeless people's transition to permanent housing, independent living, secure permanent affordable housing and prevent recurring homelessness.

CR-30 - Public Housing 91.220(h); 91.320(j)

Actions taken to address the needs of public housing

The City does not own or operate public housing or have oversight of the Regional Housing Authority (RHA); however, the City maintains a close working relationship with the RHA, supporting the RHA's actions to address the needs of their public housing units and residents.

Actions taken to encourage public housing residents to become more involved in management and participate in homeownership

Since the City does not own, operate public housing or have oversight over Housing Authority operations, there are no City strategies directed at public housing tenants; however, the City encourages all residents to be active participants in their community.

The RHA has continued to work with residents to provide an environment in which they are able to accumulate adequate resources in order to move into non-subsidized housing and homeownership.

The City's First Time Homebuyer Program provides homeownership opportunities for low-income households. In addition, the RHA encourages its residents to participate in the Lease to Own (TRIO) program. The TRIO program allows renters to live in the home they choose for a specified time before they are ready to purchase.

Actions taken to provide assistance to troubled PHAs

The RHA is not identified as a troubled Housing Authority; therefore, this section does not apply.

CR-35 - Other Actions 91.220(j)-(k); 91.320(i)-(j)

Actions taken to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment. 91.220 (j); 91.320 (i)

The City's 2021-2029 Housing Element was certified by HCD on May 5, 2022. The purpose of the Housing Element was to establish specific goals, policies, and objectives relative to the provision of housing for all economic segments of the community and to adopt an action plan. The plan outlines policies and actions that will provide a systematic program for achieving the City's fair share of regional housing needs, maintaining the existing housing stock, providing affordable housing, facilitating the production of a wide range of housing types, and facilitating the incorporation of energy-efficient materials and technology in new and existing housing units. These policies include: allowing for accessory dwelling units in all zones where residential structures are allowed in accordance with AB 2299; allowing for single room occupancy (SRO) housing without a use permit in commercial zones; continuing to ensure zoning standards and development of housing at higher density ranges through exploration of creative options such as shared-parking, mixed-use development, encouragement of additional building floors, etc. Also, developing regulations for condominium conversions that minimize displacement of low-income residents and prevent the loss of affordable housing units, a density bonus which will offer incentives for developers who submit projects for multi-unit affordable housing, the requirement for developers to replace all affordable housing units lost to new development, and allowing residential use in non-residential land use designations. In addition, the City permits rotating cold weather shelters in religious institutions in each of the Residential Districts by-right, providing housing opportunities, albeit on a limited basis.

Actions taken to address obstacles to meeting underserved needs. 91.220(k); 91.320(j)

The greatest obstacle to meeting underserved needs in the City is a lack of available funding.

During the 2021 Program Year, the City continued its efforts to identify alternate funding sources, supported funding applications by service providers that expanded the availability of affordable housing, and supported applications for homeless assistance and supportive services. The City continued to implement zoning and land use policies that encourages the development of affordable housing. The City also continued to encourage partnerships with other local government entities and service providers so that underserved needs may be better met by coordinated and collaborative uses of resources.

Actions taken to reduce lead-based paint hazards. 91.220(k); 91.320(j)

The City continues to implement HUD's lead-based paint regulations. Efforts by the City in this regard include the disclosure of possible lead hazards and implementation of lead risk assessment, clearance testing procedures and supervision of lead-related work performed in conjunction with any of its housing programs. Any mitigation or removal of lead-based paint hazard is in accordance with HUD guidelines.

Actions taken to reduce the number of poverty-level families. 91.220(k); 91.320(j)

Poverty has many causes. Among the causes are disabilities (physical and developmental disabilities, chronic diseases, mental illness, etc.), a lack of adequate education or vocational training, a lack of sufficient spousal support and substance abuse problems. According to the 2020 U.S. Census Bureau data, 13.4% of Yuba City's population resides in poverty.

During this Program Year, the City has continued its efforts to forge relationships with public and private organizations that share a common mission for improving the quality of life for lower income individuals through housing, social services, employment and skills training, neighborhood revitalization and economic development.

The City is also a member of the Yuba-Sutter Economic Development Corporation (YSEDC) which offers economic development programs and partners with local lending institutions to make loans available to businesses creating and/or retaining jobs for low income residents.

Sutter County offers residents and businesses assistance through their Human Services Department, Employment Services offered include: Job Fairs, Hiring Assistance, Advertising and Recruitment Services, Employment Counseling, Job Search Programs and Strategies, Resume Design and a Resource Center.

The Regional Housing Authority, through the Family Self Sufficiency (FSS) Program, a voluntary 5-year program, provides rental assistance and support programs in order to allow households on the Housing Choice Voucher (HCV) Section 8 Rental Assistance Program to become free of public assistance.

Actions taken to develop institutional structure. 91.220(k); 91.320(j)

The City's Development Services Department is responsible for the administration of the City's Housing Programs, including the CDBG Program. The Development Services Department also oversees the City's Community Development and Economic Development activities. As an entitlement jurisdiction, the City receives an annual allocation of CDBG funds directly from the Department of Housing and Urban Development (HUD); both internal City departments and external agencies implement the programs and projects identified in the Annual Action Plan. The Development Services Department has continued to collaborate with other City Departments, the City Council, City Commissions, as well as local agencies, organizations and residents to develop programs and activities that serve low and moderate-income individuals and families within the jurisdiction.

Actions taken to enhance coordination between public and private housing and social service agencies. 91.220(k); 91.320(j)

The City will continue to meet with and maintain a dialog with non-profit agencies and organizations that serve low and moderate-income persons. The City will work to enhance and improve the organizational capacity and foster a collective planning process.

The City will continue to work closely with the Regional Housing Authority to develop, preserve and

improve the supply of affordable housing in the City.

Identify actions taken to overcome the effects of any impediments identified in the jurisdictions analysis of impediments to fair housing choice. 91.520(a)

The City includes HUD brochures on subprime lending practices in the City's First Time Homebuyers and Housing Rehabilitation Programs.

To the extent that impediments pertain to private sector activities, the City carefully monitors any complaints received and, if necessary, refers fair housing matters to California Rural Legal Assistance. The City also encouraged applications for boards and commissions from all classes of citizens in order to promote adequate citizen representation.

CR-40 - Monitoring 91.220 and 91.230

Describe the standards and procedures used to monitor activities carried out in furtherance of the plan and used to ensure long-term compliance with requirements of the programs involved, including minority business outreach and the comprehensive planning requirements

The City monitors its performance through the Consolidated Annual Performance and Evaluation Report (CAPER). Each year the City reviews and reports progress it has made in carrying out its Con Plan and Action Plan. The Draft 2021 CAPER includes a description of resources made available, investment of available resources, geographic distribution and location of investments, results/outcomes, actions taken to affirmatively further fair housing and any other actions taken during the 2021 Program Year (PY) as outlined in the 2021 Action Plan.

Throughout the 2021 PY, the City utilized the Integrated Disbursement and Information System (IDIS) for setting up, funding, drawing down and reporting CDBG and other funds as required. IDIS reports are incorporated into the Draft 2021 CAPER and made available to the public as required.

The City utilized a performance measurement system to ensure accurate reporting of results in IDIS and in the Draft 2021 CAPER for the programs and projects undertaken by the City during this PY.

In addition to the HUD monitoring and reporting requirements, the City completed the following monitoring program for its housing and community development programs and projects:

- The City reviewed and reported to the State Department of Housing and Community Development on the progress the City made during this PY implementing its 2021-2029 Housing Element.

The City monitored its subrecipients to ensure compliance with federal and local requirements outlined in Subrecipient agreements. The level of Subrecipient monitoring conducted by City staff is determined through a Risk Assessment (RA), utilizing a variety of factors i.e., Subrecipients new to CDBG funding, Subrecipients with higher staff turnover, etc. The RA determines which Subrecipients have a higher level of risk of non-compliance with CDBG Program regulations and requirements. For Subrecipients determined to have a higher risk of non-compliance, City staff will conduct an on-site monitoring and may be provided technical assistance, training or additional oversight by City staff throughout the year. For those Subrecipients that are determined to have a low risk of non-compliance, City staff may determine a desk review is sufficient to ensure on-going compliance with CDBG requirements. The RA conducted for the monitoring during this PY determined no Subrecipients were at high risk of non-compliance. The City utilized quarterly reporting to monitor subrecipient progress and financials, and to provide feedback moving forward based on those reports to ensure funds are being expended successfully.

Citizen Participation Plan 91.105(d); 91.115(d)

Describe the efforts to provide citizens with reasonable notice and an opportunity to comment on performance reports.

The City's Citizen Participation Plan (CPP) details the public noticing requirements for CDBG activities, sets threshold requirements for Annual Plan amendments, and also provides a detailed description of the CDBG Program Year cycle. In addition to carrying out the actions set forth in the City's Citizen Participation Plan, the following actions were taken during the 2021 Program Year:

1. Public Notice Requirements

The Public Notice for Public Review and Comment for the Draft 2021 CAPER was published on September 9, 2022. The comment period began on September 10, 2022 and ended on September 24, 2022. The Public Notice and Draft 2021 CAPER were also posted on the City's website, where translation services were available. The notice provided 15 days for citizens to comment on the report as required by 24 CFR 91.105(d). This report and all CDBG public information files are available for public review at City Hall and the Public Library.

- i. The City maintains a list of organizations and agencies that advocate on behalf of special needs groups and in addition to the publishing the Public Notice in the local newspaper and on the City's website, the City provides notice to all entities on this list, inviting them and their clients to participate in the CAPER process, including the Public Hearing.

2. Reporting and Recordkeeping

The City maintains all CDBG programs and financial records. All CDBG program reports will be submitted to HUD as required. A citizen information file is maintained and available for public review.

3. Citizen Comments

Copies of the Draft 2021 CAPER were made available to the public during the 15-day comment period. A public hearing for public review and comment for the Draft 2021 CAPER will be held on September 20, 2022 before the City Council.

RESERVED FOR PUBLIC COMMENTS

CR-45 - CDBG 91.520(c)

Specify the nature of, and reasons for, any changes in the jurisdiction's program objectives and indications of how the jurisdiction would change its programs as a result of its experiences.

The City does not have any plans to change its program objectives at this time.

Does this Jurisdiction have any open Brownfields Economic Development Initiative (BEDI) grants?

No; the City does not have any BEDI grants.

[BEDI grantees] Describe accomplishments and program outcomes during the last year.

Not applicable.

CR-58 – Section 3

Identify the number of individuals assisted and the types of assistance provided

Total Labor Hours	CDBG	HOME	ESG	HOPWA	HTF
Total Number of Activities	1	0	0	0	0
Total Labor Hours	0				
Total Section 3 Worker Hours	0				
Total Targeted Section 3 Worker Hours	0				

Table 8 – Total Labor Hours

Qualitative Efforts - Number of Activities by Program	CDBG	HOME	ESG	HOPWA	HTF
Outreach efforts to generate job applicants who are Public Housing Targeted Workers					
Outreach efforts to generate job applicants who are Other Funding Targeted Workers.					
Direct, on-the job training (including apprenticeships).					
Indirect training such as arranging for, contracting for, or paying tuition for, off-site training.					
Technical assistance to help Section 3 workers compete for jobs (e.g., resume assistance, coaching).					
Outreach efforts to identify and secure bids from Section 3 business concerns.					
Technical assistance to help Section 3 business concerns understand and bid on contracts.					
Division of contracts into smaller jobs to facilitate participation by Section 3 business concerns.					
Provided or connected residents with assistance in seeking employment including: drafting resumes, preparing for interviews, finding job opportunities, connecting residents to job placement services.					
Held one or more job fairs.					
Provided or connected residents with supportive services that can provide direct services or referrals.					
Provided or connected residents with supportive services that provide one or more of the following: work readiness health screenings, interview clothing, uniforms, test fees, transportation.					
Assisted residents with finding child care.					
Assisted residents to apply for, or attend community college or a four year educational institution.					
Assisted residents to apply for, or attend vocational/technical training.					
Assisted residents to obtain financial literacy training and/or coaching.					
Bonding assistance, guaranties, or other efforts to support viable bids from Section 3 business concerns.					
Provided or connected residents with training on computer use or online technologies.					
Promoting the use of a business registry designed to create opportunities for disadvantaged and small businesses.					
Outreach, engagement, or referrals with the state one-stop system, as designed in Section 121(e)(2) of the Workforce Innovation and Opportunity Act.					

Other.					
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Table 9 – Qualitative Efforts - Number of Activities by Program

Narrative

CITY OF YUBA CITY
STAFF REPORT

Date: September 20, 2022
To: Honorable Mayor & Members of the City Council;
From: Fire Department
Presentation By: Jesse Alexander, Fire Chief

Summary

Subject: Emergency Operations Plan-Draft
Recommendation: Receive a presentation on the draft Emergency Operations Plan
Fiscal Impact: None

Purpose:

To provide a review period of the proposed City of Yuba City Emergency Operations Plan, which will be later brought before the Council to seek acceptance of the Emergency Operations Plan through a resolution.

Council's Strategic Goal:

This Emergency Operations Plan addresses the City Council's Public Safety Strategic Goal by creating a comprehensive formal plan for planning and mitigating potential emergencies in the City of Yuba City.

Background:

The 2017 California State Emergency Plan states, "All local governments with certified disaster councils are required to develop Emergency Operations Plans (EOP) for their jurisdiction that meet state and federal requirements and are in accordance with Cal OES Local Planning Guidance." The Yuba City Disaster Council was established in 1974 and later amended in 1984. As a result, City Staff has been determining the mechanism for developing a quality Emergency Operations Plan that is comprehensive and user-friendly while being fiscally sound. Staff decided to create the EOP in-house, with an emphasis on using lessons learned and operational effectiveness.

Analysis:

An Emergency Operation Plan (EOP) is a plan of action in case of an emergency or crisis. It allows governments at various levels - such as federal, state, city, and local - to communicate effectively and coordinate efforts to respond to crises. An EOP is not a set of procedural guidelines or guarantees; rather, it provides a framework for emergency response that can be adapted to prepare our City for various situations. An Emergency Operations Plan should include all possible emergencies,

consequences, required actions, written procedures, and available resources.

The proposed Emergency Operations Plan comprises two major sections:

1. Basic Plan
 - Plan Components and Framework
 - Hazard Analysis Summary
 - Concepts of Operations
 - Continuity of Operations
 - EOP Roles and Responsibilities
 - Emergency Operations Center (EOC) Command and Control
 - Information Collection and Dissemination
 - Communication
 - Plan Development/Maintenance/Implementation
 - Training
2. Hazard/Threat Specific Appendices
 - Disaster Declarations
 - Flooding
 - Dam Failure
 - Wildfire
 - Earthquake
 - Volcano
 - Hazardous Materials
 - Natural Occurring Biological Threats
 - Extreme Weather
 - Terrorism
 - Civil Disobedience
 - Water and Wastewater Disruption
 - Access and Functional Needs

The Emergency Operations Plan, part of the comprehensive City Emergency Preparedness initiative, includes Local Hazard Mitigation Plans, Continuity of Operations Plans, Emergency Notification protocols, Memorandum of Understandings, side letters, and Evacuation planning.

Fiscal Impact:

None

Alternatives:

Request that Staff hires a consultant to develop an Emergency Operations Plan.

Recommendation:

Review Emergency Operations Plan-Draft, so that a resolution may be adopted in a future meeting to accept the Emergency Operations Plan.

Attachments:

1. Yuba City Hazard Appendices
2. YC EOP FINAL DRAFT

Prepared By:
Jesse Alexander
Fire Chief

Submitted By:
Diana Langley
City Manager

ATTACHMENT 2



Disaster Declarations and Hazard/Threat Specific Appendices

City of Yuba City

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Disaster Declarations

In the event of a disaster or condition of extreme peril to persons and property within the City of Yuba City, the City Council or City Manager/Emergency Services Director (ESD) may proclaim a local emergency as follows:

1. **Step 1 – Qualifying Emergency:** Determine if there is a qualifying “emergency” under either City or State law (any one of the following will do):
 - A. **City Code:**¹ Actual or threatened existence of conditions of disaster or of extreme peril to the safety of persons and property within the City caused by such conditions as:
 - i. Air pollution,
 - ii. Fire,
 - iii. Flood,
 - iv. Storm,
 - v. Epidemic,
 - vi. Riot,
 - vii. Earthquake, or
 - viii. Other conditions, including conditions resulting from war or the imminent threat of war, which conditions are, or are likely to be, beyond the control of the services, personnel, equipment, and facilities of the City, requiring the combined forces of other political subdivisions to combat.
 - B. **State Law:**² Additional grounds under State law include disaster or of extreme peril to the safety of persons and property within the territorial limits of the City caused by conditions such as:
 - i. Drought,
 - ii. Cyberterrorism,
 - iii. Sudden and severe energy shortage, or de-energization event,
 - iv. Plant or animal infestation or disease,
 - v. The Governor’s warning of an earthquake or volcanic prediction, or an earthquake, or
 - vi. Other conditions, other than conditions resulting from a labor controversy, which are or are likely to be beyond the control of the services, personnel, equipment, and facilities of that political subdivision and require the combined forces of other political subdivisions to combat.

Note: Conditions resulting from a labor controversy are generally not considered an “emergency.”

2. **Step 2 – Declare the Emergency:** There are two options to declare a local emergency: use either i) the City Manager/Emergency Services Director (with subsequent City Council ratification); or ii) the City Council.³
 - A. **City Manager/Emergency Services Director Option:**⁴ Under this option the City Manager, acting as the Emergency Services Director (ESD), declares a local emergency as follows:

¹ Muni Code § 2-8.02

² Gov’t. Code § 855(c)(1).

³ Gov’t. Code §8558(c).

⁴ Municipal Code Sec. 2-8.04.

- i. Confirm City Council Not Meeting: Confirm that the City Council is not in session (having a Council meeting) at the time the ESD declares the local emergency.
 - ii. Complete the Proclamation: Fill out the Proclamation declaring the existence of a local emergency. Have the City Manager sign as the Director of Emergency Services
 - iii. Notice: Post the notice per “Give Notice of the Emergency Proclamation” at Step 3, below.
 - iv. State Assistance: If State Assistance has been requested, see Step 4.
 - v. Council Ratification: The City Council must call a special meeting (see immediately below) to confirm the proclamation within 7 days of the proclamation, or the local emergency automatically expires.
- B. City Council Option: The City Council can either declare a local emergency in the first instance, or ratify the City Manager/Emergency Services Director proclamation of emergency as follows:
- i. Determine if the City Council Still Exists: At least 3 members of the Council are generally required to hold a meeting and conduct business. However, a member is considered “unavailable” during an emergency they are either killed, missing, or so seriously injured as to be unable to attend meetings and otherwise perform duties.

If there are at least 3 Councilmembers available, then skip this step. If not, then:

1. *Any Regular Councilmembers Available?* Determine if there is even 1 regular Councilmember available. If so, that Councilmember may call the meeting, declare a local emergency, and reconstitute the City Council using “standby” and “temporary” Councilmembers.⁵
2. *Activate Standby Councilmembers*: If there is not even one regular Councilmember available, then active “standby” Councilmembers. The regular City Council may appoint up to either 3 “standby” Councilmembers.⁶ The standby Councilmembers should be activated in order (Standby Councilmember 1, then 2, then 3) as needed. The standby then serves until the regular Councilmember becomes available or until the election or appointment of a new regular Councilmember.⁷
3. *Temporary Councilmembers (No Councilmembers at all)*: Should all members of the Council, including all standby members, be unavailable, temporary officers shall be appointed to serve until a regular member or a standby member becomes available or until the election or appointment of a new regular or standby member.⁸ Temporary officers shall be appointed as follows:
 - a. By the chairman of the Sutter County Board of Supervisors, but if not available, then
 - b. By the chairman of the Board of Supervisors of any other County within 150 miles of the City, beginning with the nearest and most populated county (Yuba County) and going to the farthest and least populated. If none is unavailable, then
 - c. By the mayor of any City within 150 miles of the City, beginning with the nearest and most populated City (Marysville) and going to the farthest and least populated.

⁵ See Gov’t. Code 8643.

⁶ Gov’t. Code §8638(a).

⁷ Gov’t. Code §8641(d).

⁸ Gov’t. Code §8664.

Note: If it appears there are no regular or standby Councilmembers available, and it may be some time until 3 temporary Councilmembers are appointed, consider using a series of City Manager/DES proclamations. Technically, each proclamation would only last 7 days, and the same emergency condition cannot be re-used. However, catastrophic events often involve multiple emergencies that may evolve over time. For example, a flood could also de-energize large sections of the City, result in development of epidemic conditions, increase fire risk, etc. Although not legally recommended, if worst comes to worse the DES could declare an emergency for the flood, then once that expires an emergency for the loss of electricity, then an epidemic, etc., to buy time until the City Council can be reconstituted.

ii. Call and Set a Council Meeting:

1. *Regular Meeting:* If a regular Council meeting is available, then just include the emergency proclamation on the regular Agenda. (No special call of a meeting is required.)
2. *Special Meeting:* If a regular Council meeting is not available, a special meeting may be called with 24 hours advance notice using the standard process. The following people may call a special meeting for an emergency:
 - a. Mayor,
 - b. City Manager (if a state of war emergency, a state of emergency, or a local emergency exists),
 - c. 3 Councilmembers,⁹
 - d. If there are not at least 3 Councilmembers available (such as due to death, serious bodily injury, or resignation), then even 1 remaining Councilmember can call and hold the meeting, as well as take acts necessary to reconstitute the governing body using “standby” Councilmembers or requesting the appointment of “temporary” Councilmembers until a minimum quorum to vote on items can be met.¹⁰ (See Section 2(B)(1), above.)
3. *Emergency Meeting:* An emergency Council meeting may be called within as little as 1-hour notice when there is an emergency situation and prompt action is necessary to the disruption or threatened disruption of public facilities.¹¹ No written notice or posting is required. News media that have requested written notice of special meetings must be notified by telephone at least one hour in advance of an emergency meeting, and all telephone numbers provided in the written notice must be tried. If telephones are not working, the notice requirements are deemed waived. However, the news media must be notified as soon as possible of the meeting and any action taken. That notice must contain the fact of holding the emergency meeting, the purpose of the meeting, and the action taken at the meeting.¹²

Note: If possible, use the City Manager/ESD option followed by either a regular or special Council meeting rather than an emergency Council meeting.

- iii. Location: If the emergency makes the usual meeting place unsafe, the meeting may take place at another location, even outside of the City, for the duration of the emergency.¹³

⁹ Although not expressly recognized by the Municipal Code, 3 Councilmembers can call the meeting if neither the Mayor or City Manager is available per Government Code section 8642.

¹⁰ Gov’t. Code §8642.

¹¹ Gov’t Code §54956.5(b)(1); see also Municipal Code § Sec. 2-1.01(d) [

¹² Gov’t. Code §54956.5.

¹³ Gov’t. Code §8642

Note: If City Hall is not safe, try to hold the meeting within the City limits if reasonably possible, and if not, as nearby to the City as reasonably possible.

- iv. Quorum: Generally, 3 Councilmembers are needed to hold a meeting. However, if there is just 1 or 2 members of the City Council available, then they can still hold the meeting to declare the emergency, reconstitute the Council using “standby” Councilmembers (if available) or request the appointment of “temporary” Councilmembers until regular Councilmembers are available or an election can be held. (Gov. Code Section 8642.)
- v. Vote: If the Council has at least 3 members still remaining, then 3 affirmative votes are required to adopt the Council resolution either proclaiming and emergency, or ratifying the City Manager/ESD proclamation of emergency.

Note: If there are only 1 or 2 Councilmembers left on the entire Council and no “standby” Councilmembers available, then they may unanimously vote to adopt the Council resolution either proclaiming and emergency, or ratifying the City Manager/ESD proclamation of emergency. Once the Council is reconstituted (using regular, standby, or temporary members), the Council should adopt a result ratifying the initial decision to proclaim the emergency.

- vi. Resolution: At special meeting, the City Council either adopts a resolution:
 - 1. Confirming the ESD proclamation of emergency (Resolution Of The City Council Of The City Of Yuba City Confirming The Emergency Services Director’s Proclamation Of The Existence Of A Local Emergency Within The City Of Yuba City); or
 - 2. Declaring a local emergency (Resolution Of The City Council Of The City Of Yuba City Proclaiming And Declaring Of The Existence Of A Local Emergency Within The City Of Yuba City).
- 3. **Step 3 - Give Notice of the Emergency Proclamation**: Every proclamation, resolution, order, curfew, etc. related to the local emergency must be published and given as much publicity and notice throughout the City as possible, given the circumstances of the local emergency. Include the following if available:
 - A. Post at City Hall (at the City Clerk’s board).
 - B. Send to the newspaper(s) and local television station (the City may have to pay for publication in the newspaper to ensure it is published.)
 - C. Post on City’s website in a conspicuous manner.
 - D. Post on City’s social media sites.

Note: Orders and regulations regarding curfews must be in writing and are required to be given “widespread publicity and notice,” which is more than just the regular notice listed above.¹⁴

- 4. **Step 4 – Evaluate Whether to Request State Assistance**: After a proclamation of a local emergency, the Council or City Manager may request that the Governor proclaim a state of emergency.¹⁵ Any request from the City must be made by written resolution/proclamation. An Initial Damage Estimate (“IDE”) must be forwarded to the Governor’s Office of Emergency Services along with the proclamation/resolution. IDE must include:

¹⁴ Gov’t. Code §8634.

¹⁵ Muni. Code §2-8.06(a)(2)

- A. Type and extend of public/private sector damage;
- B. Estimates of damages and emergency response costs; and
- C. Any acute public health and environmental issues.

5. **Step 5 – Renew Council Proclamation Every 60 Days as Warranted:** The Council must review the need for continuing the local emergency proclamation at least every 60 days, and should proclaim the termination at the earliest possible date. If the Council does not renew the proclamation within the 60-day period, then the proclamation of local emergency automatically expires – unless the Governor has issued an emergency executive order suspending the 60-day period under Government Code section 8630 (as was done for COVID-19).

Note: Even though it is possible an emergency may not be as imminent after a period of time, consult with the Finance Department prior to letting an emergency proclamation expire, as it could affect the City's ability to recover emergency funding.

Flooding

Hazard Definition

A flood is defined as an overflowing of water onto an area of land that is normally dry. Floods generally occur from natural causes, usually weather-related, such as a sudden snow melt, often in conjunction with a wet or rainy spring or with sudden and very heavy rainfalls. Floods can, however, result from human causes as a dam impoundment bursting. Dam break floods are usually associated with intense rainfall or prolonged flood conditions.

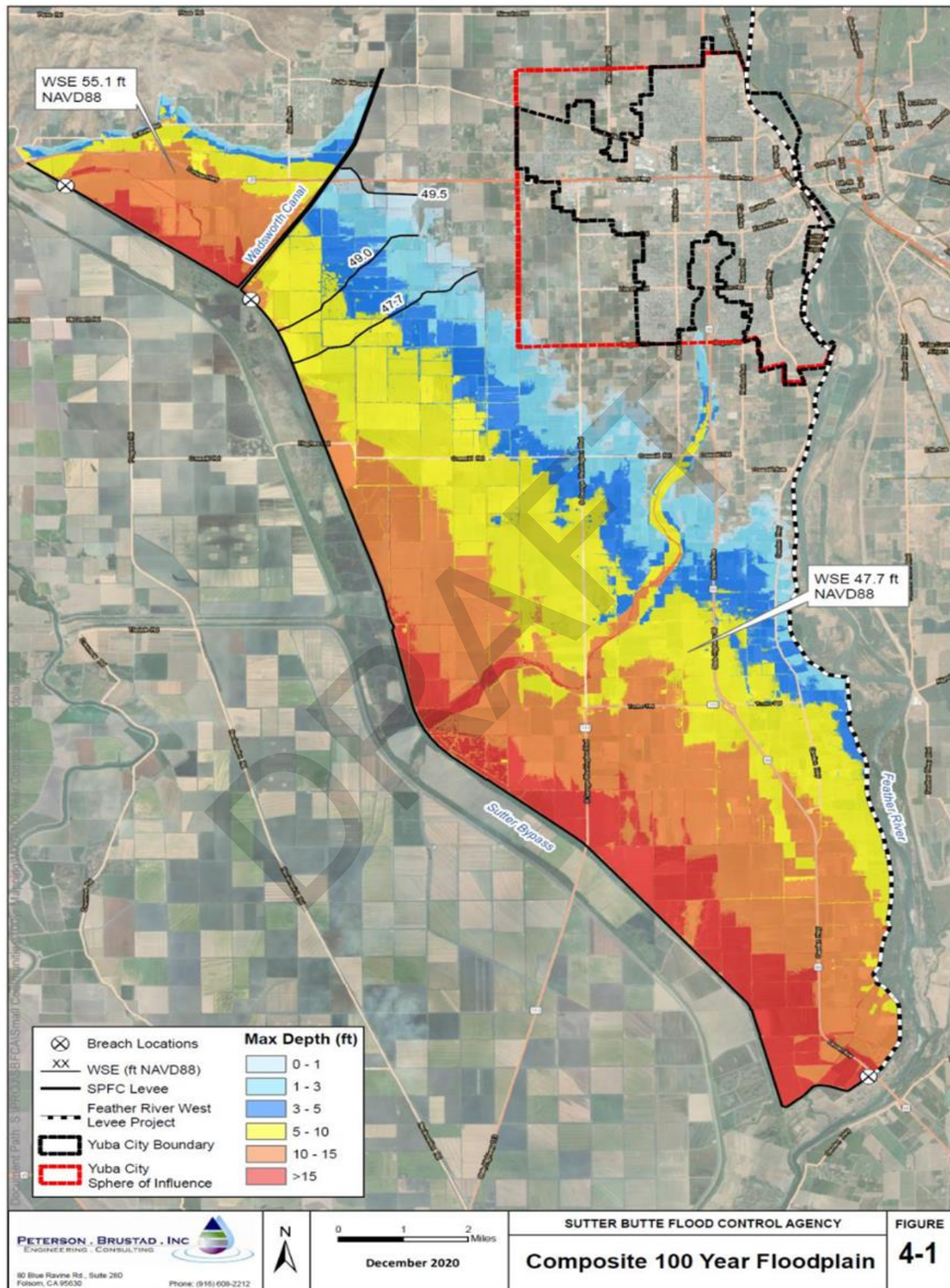
Local Situation

The levees protecting the Sutter Basin have been subject to several high-water events that led to repeated performance problems, including levee breaks in 1907, 1909, 1914, and 1955. In addition, in 1963, 1965, 1986, and 1997 (highest recorded 78.23 feet), high-water events led to some areas of flooding or seepage. In 2022, SBFCA's Feather River West Levee Project was certified, which increased the level of protection for the Yuba City Area. The completed levee project is designed to provide protection to the Yuba City area on the west side of the Feather River against a 1 in 200 (200-year flood) chance of occurring in any given year.

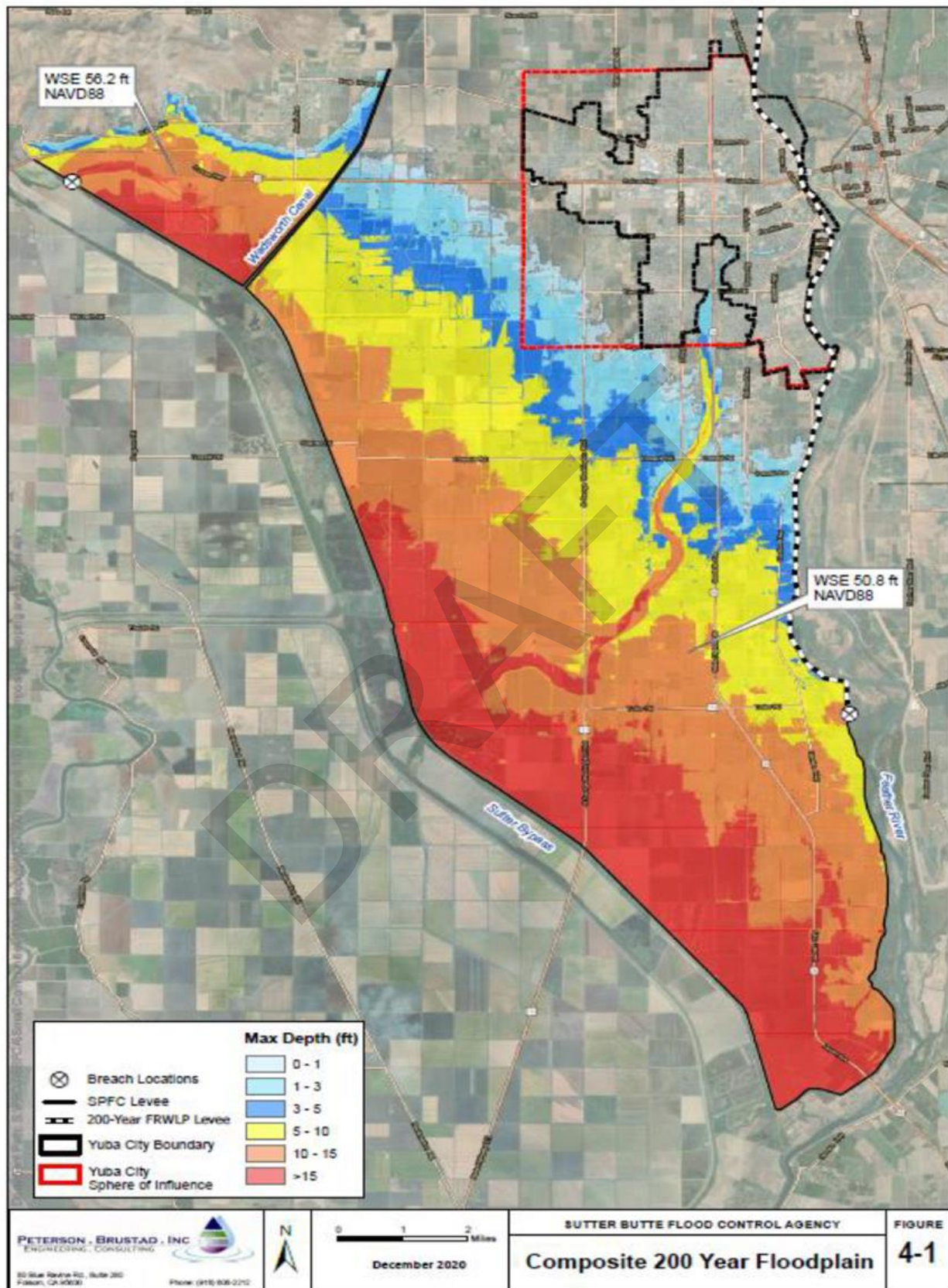
The following maps detail the local situation, and will assist with the Operational decision-making process:

- Sutter Basin 100-Year (Post Feather River West Levee Improvement Project) Floodplain
- Sutter Basin 200-Year (Post Feather West Levee Improvement Project) Floodplain
- Known Historical Flooding Areas in Yuba City
- Regional Levee Map

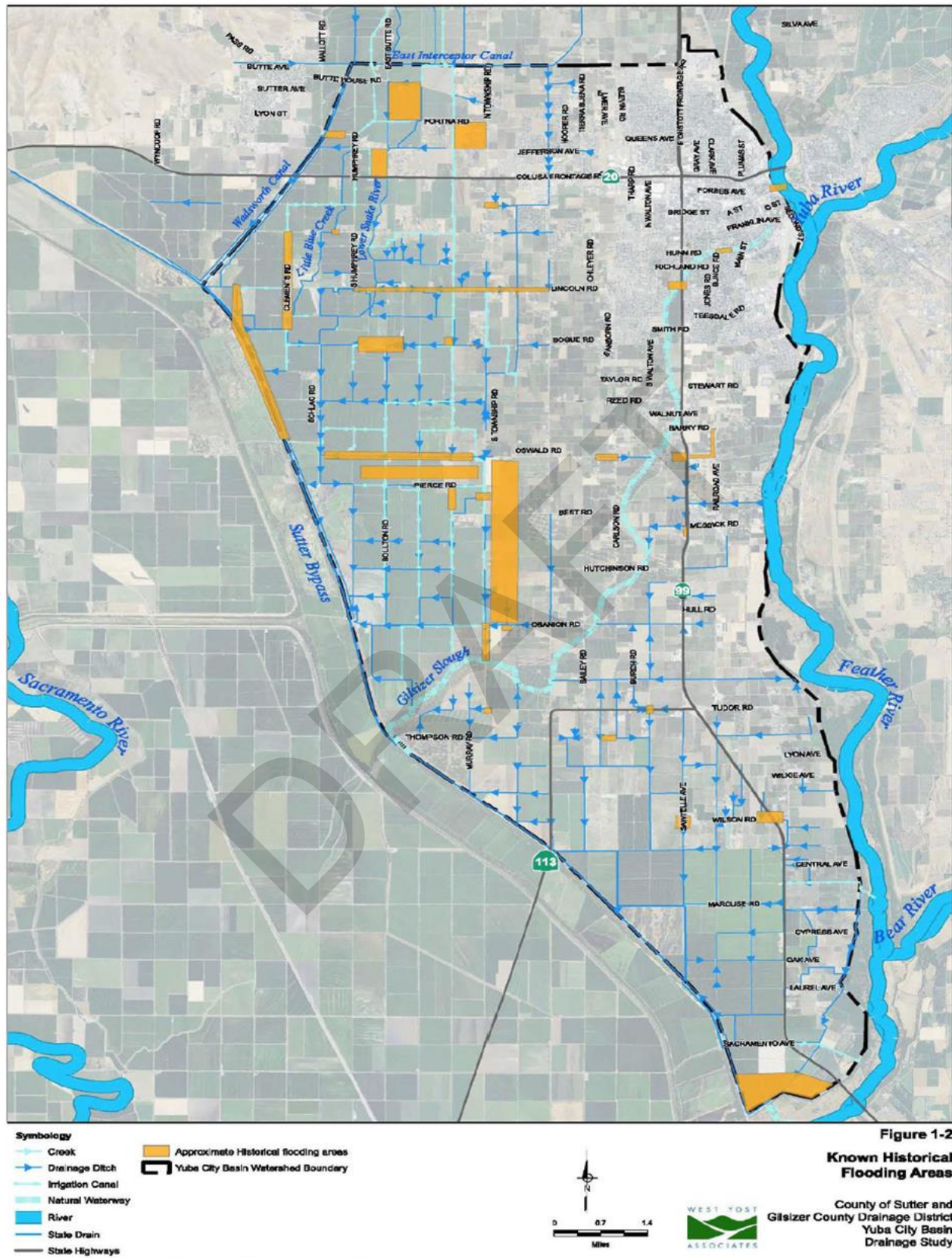
Sutter Basin 100-Year (Post Feather River West Levee Improvement Project) Floodplain 2020 (SBFCA)



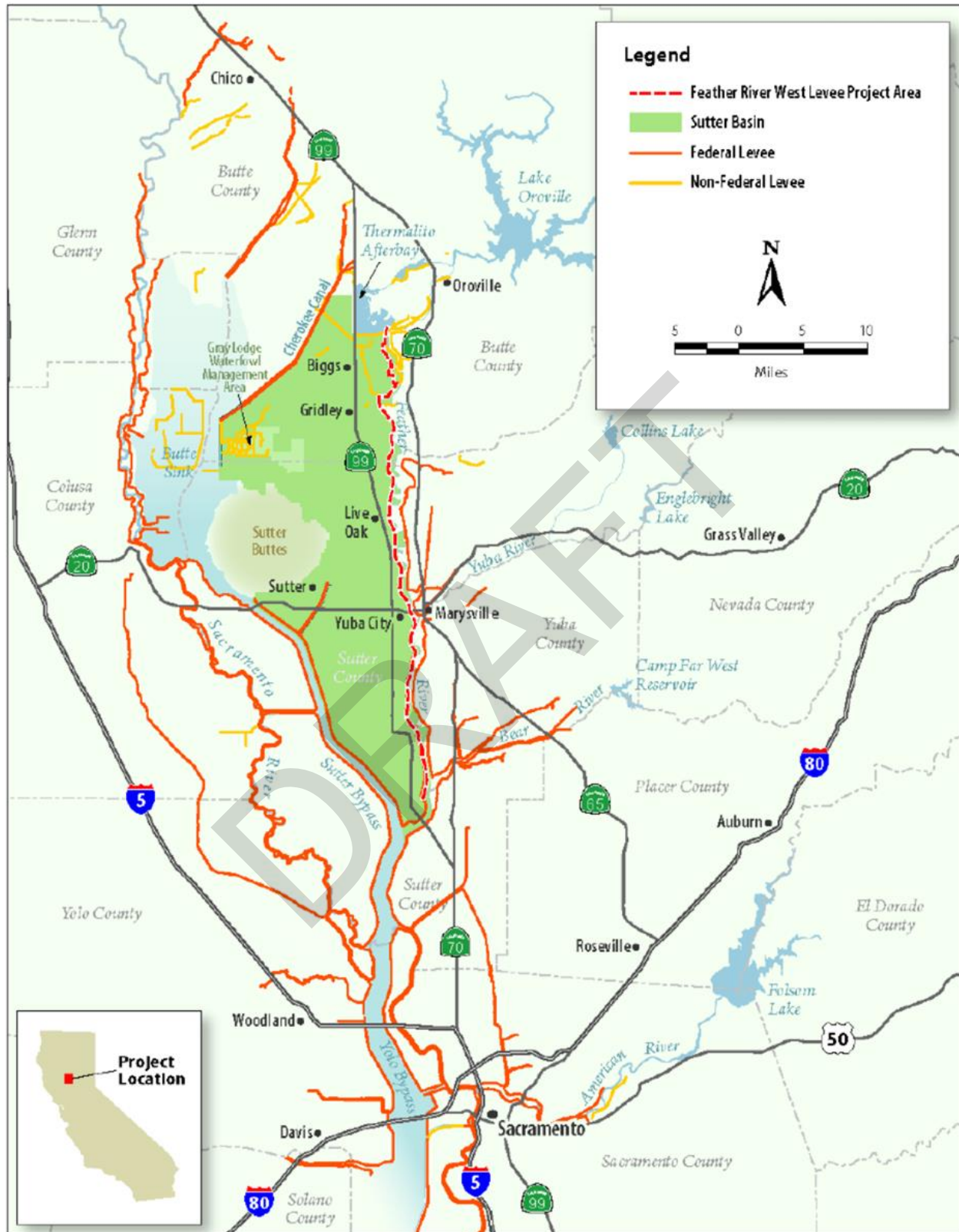
Sutter Basin 200-Year (Post Feather River West Levee Improvement Project) Floodplain 2020 (SBFCA)



Known Historical Flooding Areas (2018 Yuba City Drainage Study)



Regional Levee Map (2021 LHMP)



Source: Determination Of 1-In-200-Year Floodplain for the City of Yuba City Urban Level of Flood Protection Determination – MBK Engineers

Emergency Response

This slow rise flood plan is structured on five stages of emergency response related to the elevation of the Feather River, measured from the Yuba City side of the 5th Street Bridge (Twin Cities Memorial Bridge). The river elevations are intended to be guides for declaring the response stages. The City will declare response stages based upon a variety of circumstances, including weather forecasts, dam releases and river flows, and levee conditions.

The City of Yuba City (City) and the County of Sutter's (County) slow rise flood plans differ slightly in how various response stages are designated, but there is consistency in the river levels that trigger local government's emergency response. The following chart illustrates the correlation between the City's and County's response stages.

City of Yuba City		County of Sutter	
Warning Stage	River Level	Warning Stage	River Level
1 Watch Stage	60 feet and rising	Planning & Preparation Phase	Below 70 Feet
2 Warning Stage	65 feet and rising		
3 Full Alert Stage	70 feet and rising	Ready for Action Stage	Above 70 feet
4 Full Readiness Stage	75 feet and rising		
5 Emergency Stage	77 feet and rising	Emergency Phase	Above 77 feet

Project Flood Stage: 80.2 feet

The stage at which the flow in a flood control project is at maximum design capacity. At this level, there is a minimum freeboard of 3 feet to the top of the levees.

Danger Level: 81.2 feet

The stage at which the flow in a flood control project is greater than maximum design capacity and where there is extreme danger with threat of significant hazard to life and property in the event of levee failure.

Top of Levees: 83.5 feet

There are numerous factors that contribute to the flood danger present at any given time. For example, factors that contribute to the river level, the length of time the water has been on the levee, the number of times water has been on the levee in the season, the forecasted weather, the forecasted river crest, the releases from the upstream dams, the time of day, and the number of people to evacuate are all considered before an evacuation is ordered. There is no way to predetermine how all the facts will combine in any given storm or rainy season to provide hard and fast levels for evacuation. Evacuation decisions are always seriously considered and evacuation orders are only issued when absolutely necessary.

SLOW RISE FLOOD EMERGENCY WARNING STAGES

- This plan is meant to address a slow river rise flood situation, which will evolve through a series of stages. The plan identifies specific activities to reduce risk to life and property during the evolution of a slow river rise emergency which could begin with a minor problem, such as excessive rainfall, and culminate in a catastrophe, such as a major levee break and flooding.
- This entire plan is structured on five stages of emergency response related to the elevation of the Feather River measured at the 5th Street Bridge. The river elevations are intended to be "guides" for declaring the response stages, and may be adjusted according to the rate of rise and other factors. The local Office of Emergency Services will declare response stages based upon a variety of circumstances including weather forecasts, dam releases and levee conditions.
- These warning stages were developed by the National Weather Service. The Department of Water Resources, in contact with the National Weather Service, will indicate and distribute warning stages levels as needed.

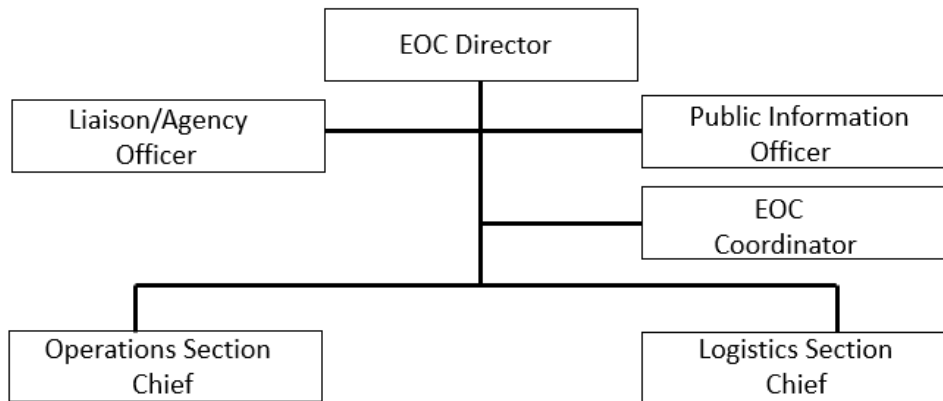
Warning Stage I (Watch Stage) 60' and Forecast to Rise

- Warning Stage 1 (Watch Stage) is pre-emergency. River level is at 60' and forecast to rise. The Feather River flows over the banks of the main channel at this elevation.
- This situation warrants readiness in government without formally alerting the public.
- As the situation develops the Office of Emergency Management (OEM) Manager will evaluate the information and initiate appropriate notification (City Manager, Yuba City Dispatch, Sutter County Administrator and Sutter County Dispatch).
- Key personnel will be notified (All Department Heads, Mayor, and Council).
- The OEM Manager will brief the City Manager/County Administrator on river readings and forecast information.
- All City and County Department Heads, and private agencies will confirm all telephone lists.
- The County Administrator and City Manager, or designees, will review the readiness of their EOC staff and facilities, verify lines of succession to key positions in the emergency organization, and coordinate operations.
- The City Manager (EOC Director) and County Administrator evaluates the need for, and staffs as necessary, the Public Information Officer position.
- OEM Manager or City Manager (EOC Director), or designee, will notify appropriate private sector agencies of the current situation (BiCounty Ambulance, Recology, Yuba/Sutter Transit, Yuba City Unified School District, Red Cross).
- The City Manager and County Administrator, or their designees, will be responsible for ensuring the above items have been accomplished.
- Once notified, the City Manager and County Administrator shall contact each Department Head to inform them of Warning Stage 1 once a day.
- Each Department Head, or designee, will review and implement Warning Stage 1 activities.
- The City Manager and County Administrator may consider staffing ICS positions.

Warning Stage II (Warning Stage) 65' and Forecast to Rise

- Warning Stage 2 (Warning Stage) River level is 65' and forecast to rise.
- Conditions exist which could result in a flood emergency, such as continuing and excessive rainfall or an unusually rapid snowmelt.
- At Warning Stage 2, the staffing of additional ICS positions will be warranted.
- City Manager, or designee, shall evaluate the need to activate a Level III EOC and fill the Operations Section Chief position and Logistics Section Chief position of the EOC.
- The City Manager and County Administrator, or designees, will be notified of upgrade to Warning Stage 2. Once notified of Warning Stage 2 condition, the City Manager and County Administrator or designees will notify all department heads.
- Department will review Emergency Operations Plan and ensure department readiness including procedures for alerting and mobilizing emergency organizations.
- Each department head or designee will review and implement Warning Stage II activities.
- If not already staffed, fill the Public Information Officer position, which will answer public inquiries and advise news media of situation.
- The Operations Chief, or designee, will check with mass care centers for readiness (Operations Chief may consider staffing the Care and Shelter Branch) and contact Red Cross.
- The Operations Chief shall ensure of the availability and readiness of regular and auxiliary equipment and personnel (Operations Chief may consider staffing the Public Works, Fire, Law, and Medical Branches and this time.).
- Department Heads or designees will advise emergency personnel to provide for safety of their families.
- The EOC Director, through the Liaison Officer, should contact the Superintendent of the Yuba City Unified School District and the Sutter County Superintendent of Schools of further closures, including private schools, regarding possible school closures.
- The EOC Director will insure documentation of all flood related events.
- The EOC Director will meet with department heads to discuss emergency preparedness. EOC Coordinator will prepare rosters of personnel for operational periods in the EOC.
- The City Manager and County Administrator of Yuba City and Sutter County shall convene to evaluate the feasibility of activating one, joint EOC, or to activate individual EOC's. City and County will coordinate their activation of their EOC's.

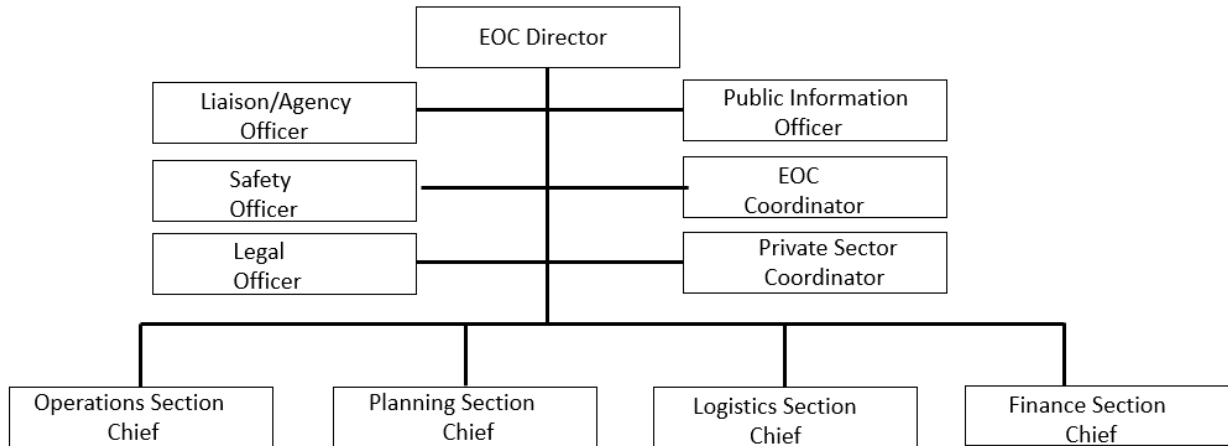
Level III EOC Activation



Warning Stage III (Full Alert Stage) 70' and Forecast to Rise

- Warning Stage 3 (Full Alert Stage) River level is 70' and forecast to rise. Flooding is possible, but not probable. Seepage may begin to occur on levees.
- The EOC Director shall evaluate current situation, and consider going to a Level II EOC Activation, which would fill Command and General Staff positions.
- If not previously done, the Logistics Chief will activate the EOC and test equipment for proper operation. All City/County employees advised to remain in contact with their departments.
- The Public Information Officer (PIO) distributes emergency information; advise the public to continue normal activities, to review personal and family readiness plans, and to keep informed of the developing situation by listening to local radio and cable television stations, and to comply with emergency instructions.
- The Liaison Officer shall maintain contact the Superintendent of the Yuba City Unified School District and the Sutter County Superintendent of Schools of further closures, including private schools, regarding possible school closures.
- The City Manager, in conjunction with City and County officials, assesses the need for Disaster Declaration.
- Transfer essential resources and vital documents and records to higher elevations.
- Verify that individuals designated as alternates or standby successors of key government offices or positions carry a disasters services worker card.
- The Operations Chief confirms availability of open evacuation routes, through the Law Branch, and the availability of shelters and shelter space, through the Care & Shelter Section, prior to any civilian evacuation.
- The Planning Chief (or Situation Unit Leader), in conjunction with the Fire Branch, shall identify locations of Hazardous Materials storage in threatened areas, and notify the Operations Chief.
- The Planning Section Chief should consider developing an Incident Action Plan (IAP) for each operational period.
- Once notified, the City Manager and County Administrator shall contact each of their respective department heads to inform them of the change in Warning Stage status.

Level II EOC Activation



Warning Stage IV (Emergency Stage) 75' - 77' and Forecast to Rise

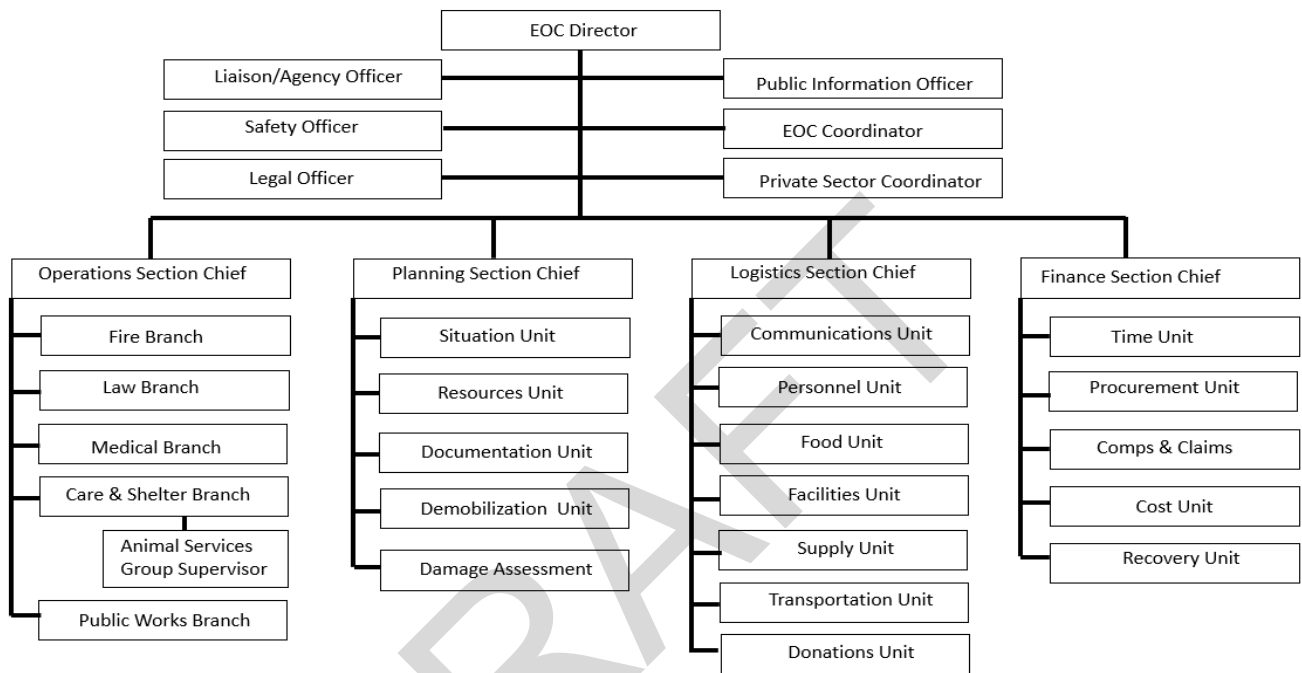
- Warning Stage 4 (Emergency Stage) River level is 75'- 77' and forecast to rise. Flooding is expected in south areas of the County. Boils and seepage are evident along the land side of the levees.
- The EOC Director, or designee (Liaison Officer), will contact and request closure of public and private schools. The PIO will notify the public.
- The EOC Director, or designee (PIO), will advise the public of appropriate emergency information (possible evacuation).
- City should consider implementing an Incident Management Team (internally) and request to go into Unified Command with the Department of Water Resources (DWR), Levee District 1, YCPD, YCFD, Sutter County OEM, and SBFCA.
- The Planning Section, in conjunction with Law Branch, Fire Branch, and Medical Branch, will evaluate the need for evacuation of medical facilities and rest homes. Liaison Officer will work with skilled nursing facilities, care and in-home care contacts, and the local medical facilities.
- The City Manager (EOC Director) may consider a Disaster Declaration.
- The Incident Commander will request mutual aid through the Operational Area Coordinators. Incident Management Team will identify Staging and Check-In locations for Mutual Aid Resources.
- The Public Information Officer will advise the news media of situation, and disseminate emergency public information.
- The EOC Director, or designee (Planning Section Chief) will insure that an Incident Action Plan is completed for each operational period.

Warning Stage V (Evacuation Stage) 77' and Forecast to Rise

- Warning Stage 5 (Evacuation Stage) River level is 77' and forecast to rise. This is 3.2' below the maximum design capacity of the levees. This is considered a significant flood threat.
- The Unified Incident Commander will receive information and evaluate the need for evacuation warnings and orders, in coordination with EOC.
- If the need for an evacuation warnings and orders is determined, the Incident Commander will notify the appropriate staff.

- The Public Information Officer will keep the news media and public informed of this situation; provide information on appropriate actions to be taken.
- The Incident Commander will take steps to assure that all alerted agencies and departments are promptly notified of this new change in conditions.
- EOC Director will consider alternative sites for the EOC facility out of the immediate threat zone.
- In the event of evacuation orders being issued, the EOC Director should consider moving to a Level I EOC activation.

Level I EOC Activation



Historical Stage/Flow Data from Feather River at 5th Street Bridge

Historical Stage/Flow Data			
Water Year	Peak Discharge (cfs)	Stage (feet)	Date
Most Recent 5 Years			
2021*	5,070	36.40	Oct 10, 2020
2020*	1,860	37.81	Dec 5, 2019
2019*	25,400	51.17	Feb 27, 2019
2018*	36,000	54.34	Apr 7, 2018
2017*	116,800	66.74	Feb 11, 2017
Historical High Stage/Flow Events (Period of Record - Oct 1943 to Present) - Ranked by Flow			
1997*	376,000**	78.23	Jan 02, 1997
1965*	319,000	76.42	Dec 23, 1964
1986*	316,000	76.30	Feb 20, 1986
1963*	257,200	74.20	Feb 01, 1963

In the event of moderate to significant flooding occurs in the Yuba City area, the Incident Management Team (either internal or a State/Federal Incident Management Team deployed through the Master Mutual Aid System) will work closely with the EOC to determine the City's Goals, Objectives, and Priorities. These will be identified in the Incident Action Plan, which will be developed by the EOC Planning Section Chief for each Operational Period. All Incident Action Plans and Press Releases must be approved by the EOC Director or designee.

The following internal City documents will be utilized to assist with EOC, Operational, and Strategic decision-making process:

- Emergency Incident Evacuation Plan
- City Evacuation Zones
- Department Continuity of Operations Plans
- City Emergency Management Document Center
 - ICS Forms
 - Disaster Declarations
 - EOC Positions-Responsibilities-Checklists
 - Situation Reports and IAP

The continued severity of the Incident will dictate the EOC level of activation. At any time, Department Operations Centers (DOC) may be established to assist with the Operational mitigation of the Incident.

The following standardized evacuation terminology established by the State of California will be utilized when communicating any evacuations or closures.

California Standard Statewide Evacuation Terminology (Cal OES)

Evacuation Order: Immediate threat to life. This is a lawful order to leave now. The area is lawfully closed to public access.

Evacuation Warning: Potential threat to life and/or property. Those who require additional time to evacuate, and those with pets and livestock should leave now.

Shelter In Place: Go indoors. Shut and lock doors and windows. Prepare to self-sustain until further notice and/or contacted by emergency personnel for additional direction.

Evacuation Order(s) Lifted: The formal announcement of lifting evacuations in an area currently under evacuation.

Hard Closure: Closed to all traffic except Fire and Law Enforcement.

Soft Closure: Closed to all traffic except Fire, Law Enforcement, and critical Incident resources (i.e. Utility, Caltrans, City/County Roads etc. or those needed to repair or restore infrastructure.)

Dam Failure

Hazard Definition

A dam failure is the partial or complete collapse of an impoundment, with the associated downstream flooding. Flooding of the area below the dam may occur as the result of structural failure of the dam, overtopping, or a seiche. Dam failures are caused by natural and manmade conditions. The list of causes includes earthquake, erosion of the face or foundation, improper siting, structural/design flaws, and prolonged rainfall and flooding. The primary danger associated with a dam failure is the swift, unpredictable flooding of those areas immediately downstream of the dam.

There are three general types of dams: earth and rock fill, concrete arch or hydraulic fill, and concrete gravity. Each of these types of dams has different failure characteristics. The earth and rock fill dam will fail gradually

due to erosion of the breach; a flood wave will build gradually to a peak and then decline until the reservoir is empty. A concrete arch or hydraulic fill dam will fail almost instantaneously; with a very rapid build-up to a peak and then a gradual decline. A concrete gravity dam will fail somewhere in between instantaneous and gradual, with corresponding build-up of flood wave.

Local Situation

Dam failure is a natural disaster from two perspectives. First, the inundation from released waters resulting from dam failure is related to naturally occurring floodwaters. Second, a total dam failure would most probably happen as a consequence of the natural disaster triggering the event, such as an earthquake. There is no scale with which to measure dam failure. However, CA DWR Division of Safety of Dams (DSOD) assigns hazard ratings to dams within the State that provides information on the potential impact should a dam fail. The following two factors are considered when assigning hazard ratings: existing land use and land use controls (zoning) downstream of the dam. Dams are classified in four categories that identify the potential hazard to life and property: Low, Significant, High, and Extremely High. High and Extremely High hazard dams can result and loss of life, thus dams with these classifications are the focus of this risk assessment.

While a dam may fill slowly with runoff from winter storms, a dam break has a very quick speed of onset. The duration of dam failure is generally not long – only as long as it takes to empty the reservoir of water the dam held back. Yuba City would be affected for as long as the flood waters from the dam failure took to drain downstream.

According to the Sutter County Local Hazard Mitigation Plan, Yuba City falls within the inundation areas of:

Extreme High Hazard Dam Inundation Areas

- ✓ Lake Almanor Dam *
- ✓ New Bullards Bar Dam **
- ✓ Oroville Dam
- ✓ Scotts Flat Dam***

*Requires the assumption that Oroville Dam will fail

**Requires the assumption that Englebright Dam will failure and West Feather River Levee failure

***Requires the assumption of West Feather River Levee failure

Sutter County EOP reported by USBR also identifies Yuba City having inundation from a Shasta Dam failure.

Area Dams Surrounding Sutter County

Dam	Type	River/Stream	Owner	Location	Storage (AF)	EAP on File
(A) Oroville	Earth Fill	Feather	DWR	Butte County	3,537,600	Yes
(A) Thermalito Diversion	Concrete	Feather	DWR	Butte County	13,300	Yes
(A) Thermalito Forebay	Earth Fill	Feather	DWR	Butte County	11,768	Yes
(A) Thermalito Afterbay	Earth Fill	Feather	DWR	Butte County	57,500	Yes
(A) Lake Almanor	Concrete	Feather	PG&E	Plumas County	1,142,964	No
(B) New Bullards Bar	Concrete	Yuba	YCWA	Yuba County	966,103	Yes
(B) Englebright	Concrete	Yuba	YCWA	Yuba County	70,000	Yes
(C) Shasta	Concrete	Sacramento	USBR	Shasta County	4,552,000	Yes
(C) Keswick	Concrete	Sacramento	USBR	Shasta County	23,800	Yes
(C) Spring Creek	Earth Fill	Sacramento	USBR	Shasta County	5,015	Yes
(C) Whiskeytown	Earth Fill	Sacramento	USBR	Shasta County	241,100	Yes
(D) Camp Far West	Earth Fill	Bear	SSWD	Placer County	104,000	Yes

Notes:

DWR – Department of Water Resources

PG&E – Pacific Gas & Electric

SSWD – South Sutter Water District, 2464 Pacific Ave., Trowbridge, CA 95659, (530) 656-2242

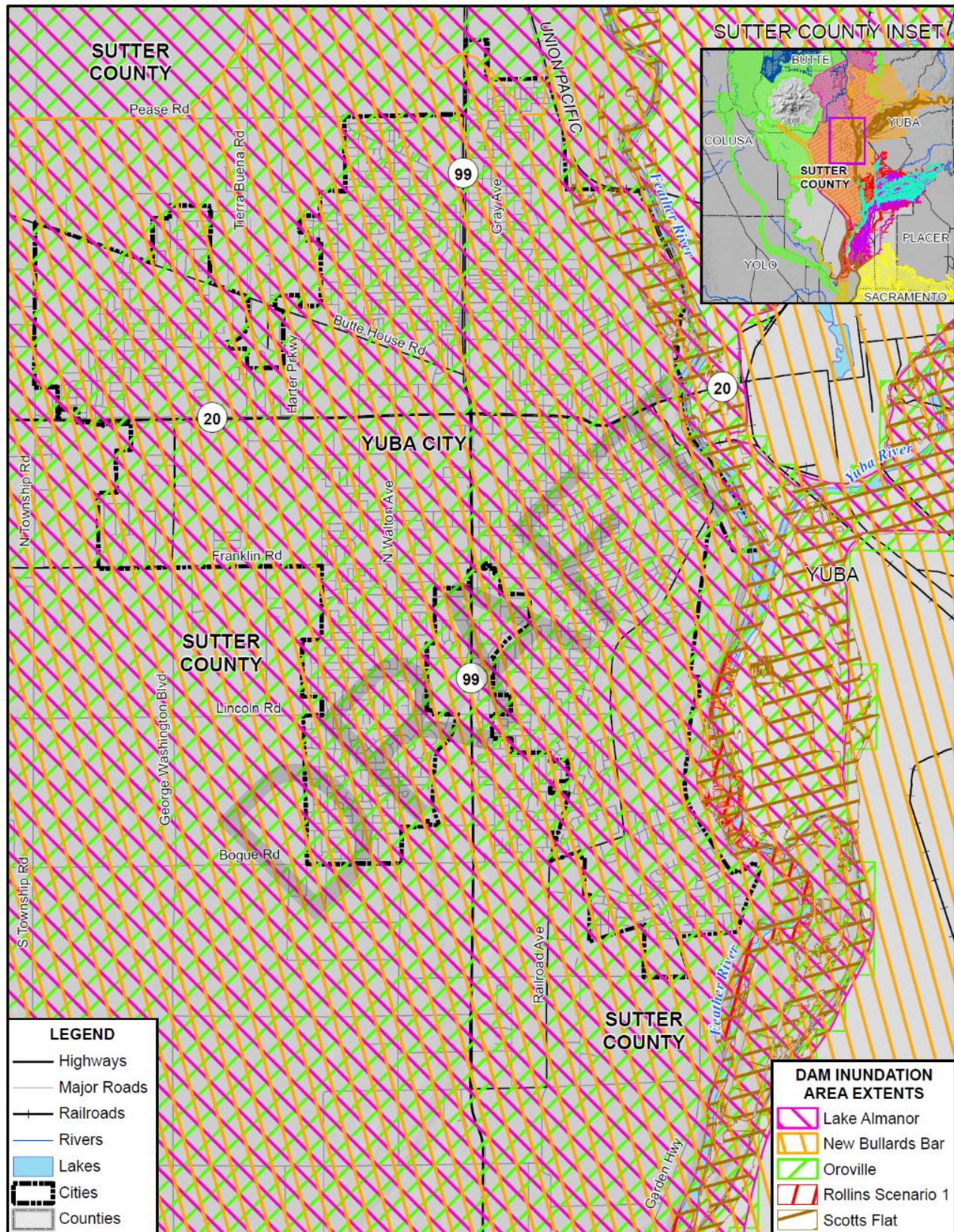
USBR – US Bureau of Reclamation, Mid-Pacific Regional Office, 2800 Cottage Way, Sacramento, CA 95825, (916) 978-5228

YCWA – Yuba County Water Agency, 1402 D Street, Marysville, CA 95901, (530) 741-6278

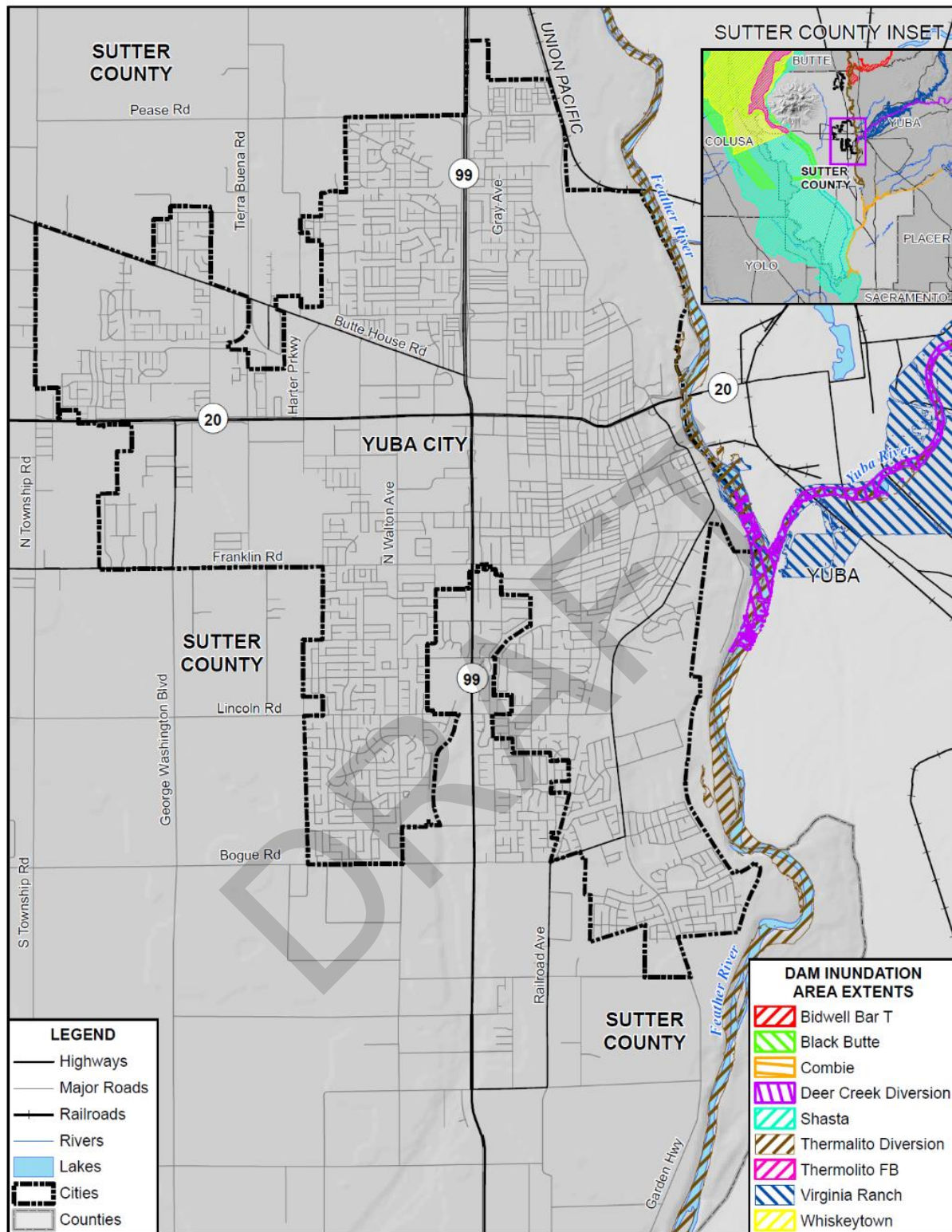
Estimated Flood Arrival Time to Yuba City (DWR & *YCWA):

<u>Dam</u>	<u>Main Channel Flood Wave</u>	<u>Total Inundation Time</u>
Oroville	8.6 hours	11.3 hours
New Bullards Bar Dam*	2 hrs 54 mins (Flood Stage)	6 hrs 21 mins (Flood Stage)
Englebright	1 hour	N/A
Shasta	N/A	134 hours

Extremely High Hazard Dam Failure Inundation Map of Yuba City (DWR 2020)



High Hazard Dam Failure Inundation Map of Yuba City (DWR 2020)



Emergency Response Actions

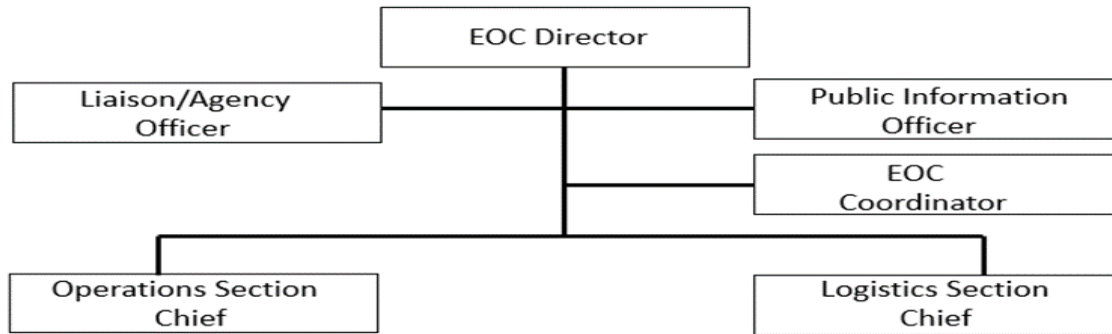
Notification Process:

As part of each Dam's Emergency Action Plan, a flow chart for notifications to affected agencies is identified. In the event of a potential dam failure, Yuba City should receive notification through either the Sutter County Sheriff's Office or Sutter County Office of Emergency Management. Upon notification to Yuba City, the City Manager will brief the Department Heads.

Potential Failure:

- City Manager in conjunction with the Department Heads, will analyze the following:
 - Probability of failure
 - Current or expected water levels
 - Current inundation study maps
 - Time frames from failure to inundation
- City Manager (EOC Director) should consider a Level III EOC Activation based upon the potential threat.
- City Manager (EOC Director) will assess the need for a Disaster Declaration.
- Public Information Officer should develop Public Information Alerts for distribution. All press releases should be approved by EOC Director or designee.
- Determine if Department's Continuity of Operations Plans should be implemented
- All City and County Department Heads, and private agencies (BiCounty Ambulance, Recology, Yuba/Sutter Transit, Yuba City Unified School District, Red Cross, TIP) will confirm all telephone lists.
- Department will review Emergency Operations Plan and ensure department readiness including procedures for alerting and mobilizing emergency organizations.
- The Operations Chief, or designee, should check with mass care centers for readiness (Operations Chief may consider staffing the Care and Shelter Branch) and contact Red Cross.
- The EOC Director, through the Liaison Officer, should contact the Superintendent of the Yuba City Unified School District and the Sutter County Superintendent of Schools should advise them of the current and projected situation. In addition, request availability of school buses for potential evacuation.
- Department Heads should brief their staff on current and projected situation.
- City Manager (EOC Director) should consider alternative EOC Facility location outside of the potential inundation area.
- Operations Chief should utilize Emergency Incident Evacuation Plan and City Evacuation Zones to pre-determine any evacuation notifications.
- Operations Chief should make notifications to the Community Relocation Centers and advise them of the potential use for gathering areas for evacuations.

Level III EOC Activation

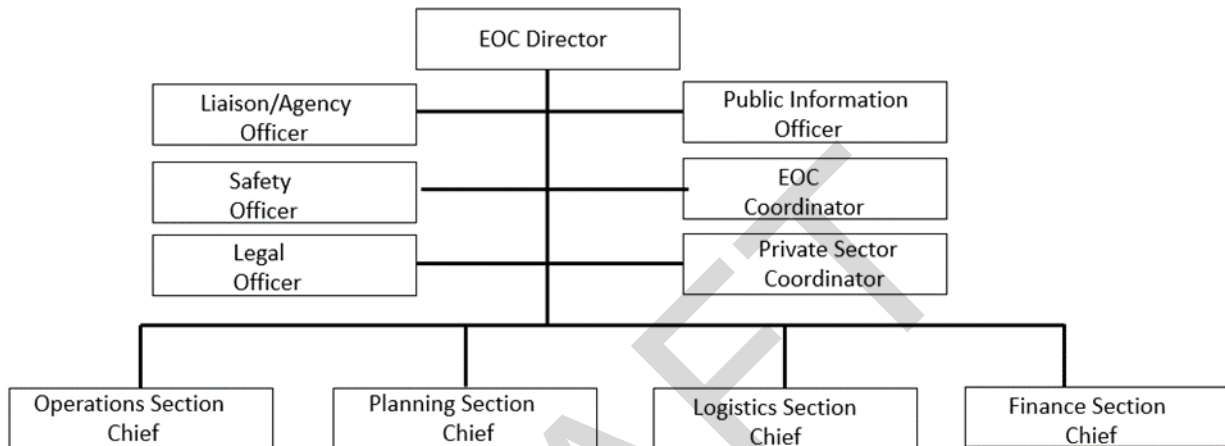


Dam Failure:

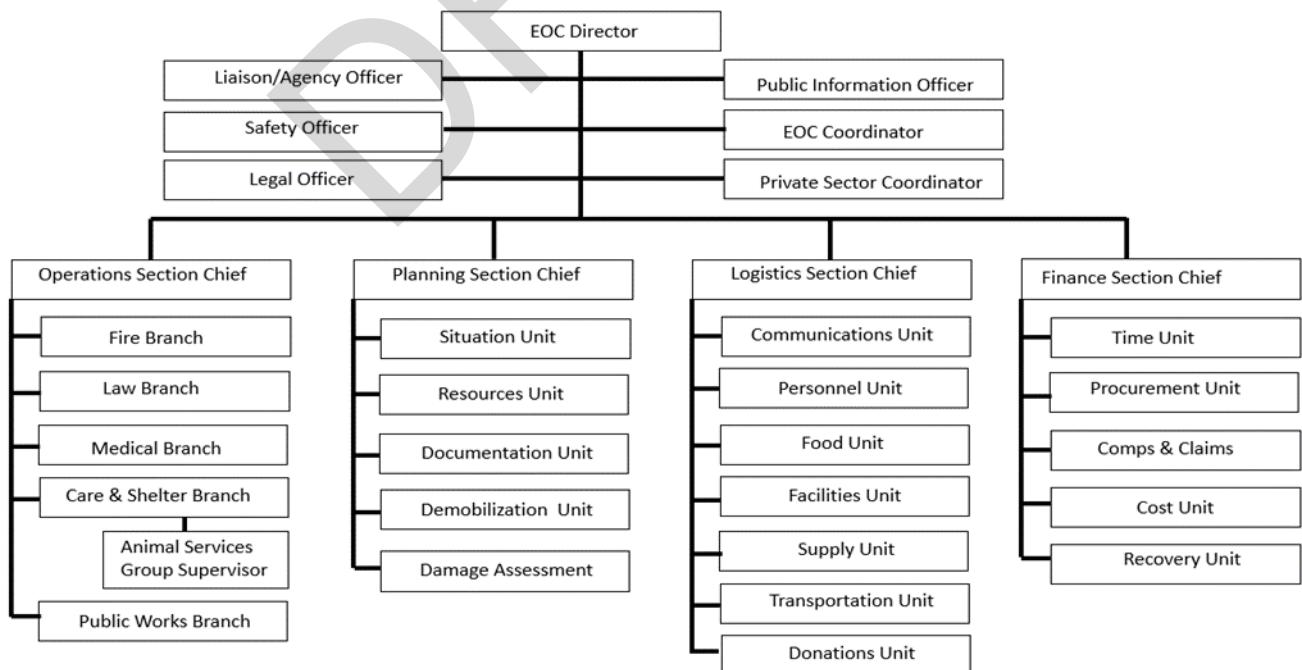
- City Manager in conjunction with the Department Heads will analyze the following:
 - Current or expected water levels
 - Current inundation study maps
 - Time frames from failure to inundation
- City Manager (EOC Director) should consider a Level II EOC Activation based upon the potential threat.
- City Manager (EOC Director) will assess the need for a Disaster Declaration.
- Under the direction of the EOC Director, the City should issue a statement via our Emergency Notification System (CodeRed) of the current situation.
- The Public Information Officer will keep the news media and public informed of the current situation; provide information on appropriate actions to be taken. All press releases should be approved by EOC Director or designee.
- City should consider implementing an Incident Management Team (internally) and request to go into Unified Command with the Department of Water Resources (DWR), Levee District 1, YCPD, YCFD, Sutter County OEM, and SBFCA. An Incident Command Post should be established.
- Request Mutual Aid Assistance through the Mater Mutual Aid System. If necessary, request an Incident Management Team from Cal OES.
- The Unified Incident Commander will receive information and evaluate the need for evacuation warnings and orders, in coordination with EOC. Incident Management Team (IMT) should utilize the Emergency Incident Evacuation Plan and City Evacuation Zones to determine appropriate evacuation notifications.
- If Evacuation Orders or Warnings are being given, the Operations Chief of the EOC shall establish Emergency Shelter Locations with Red Cross outside of the potential hazard area.
- The Unified Incident Commander should utilize pre-existing Community Relocation Centers as gathering points for individuals under an evacuation order or warning, and do not have the ability to leave on their own devices. Buses should be utilized to transport those individuals to established emergency shelter locations.
- City Staff should be notified of the current and projected status by their Department Head.
- Determine if Department's Continuity of Operations Plans should be implemented.
- The Liaison Officer, shall contact all private agencies (BiCounty Ambulance, Recology, Yuba/Sutter Transit, Yuba City Unified School District, Red Cross, TIP) advise them of the current and projected status. In addition, request access of transient or school buses for potential evacuation.
- Department will review Emergency Operations Plan and ensure department readiness including procedures for alerting and mobilizing emergency organizations.

- City Manager (EOC Director) should use an alternative EOC Facility location outside of the potential inundation area. In the event this is needed, the EOC Director should consider a Level I EOC activation at this alternative site.
- Planning Section Chief shall coordinate the development of an Incident Action Plan for each Operational Period.
- The EOC Director, or designee, will take steps to assure that all alerted agencies and departments are promptly notified of any new change in conditions.

Level II EOC Activation



Level I EOC Activation



In the event of a serious dam failure, the Incident Management Team (either internal or a State/Federal Incident Management Team deployed through the Master Mutual Aid System) will work closely with the EOC to determine the City's Goals, Objectives, and Priorities. These will be identified in the Incident Action Plan, which will be developed by the EOC Planning Section Chief for each Operational Period. The following internal City documents will be utilized to assist with EOC, Operational, and Strategic decision-making process:

- Emergency Incident Evacuation Plan
- City Evacuation Zones
- Department Continuity of Operations Plans
- City Emergency Management Document Center
 - ICS Forms
 - Disaster Declarations
 - EOC Positions-Responsibilities-Checklists
 - Situation Reports and IAP

The continued severity of the Incident will dictate the EOC level of activation. At any time, Department Operations Centers (DOC) may be established to assist with the Operational mitigation of the Incident.

The following standardized evacuation terminology established by the State of California will be utilized when communicating any evacuations or closures.

California Standard Statewide Evacuation Terminology (Cal OES)

Evacuation Order: Immediate threat to life. This is a lawful order to leave now. The area is lawfully closed to public access.

Evacuation Warning: Potential threat to life and/or property. Those who require additional time to evacuate, and those with pets and livestock should leave now.

Shelter In Place: Go indoors. Shut and lock doors and windows. Prepare to self-sustain until further notice and/or contacted by emergency personnel for additional direction.

Evacuation Order(s) Lifted: The formal announcement of lifting evacuations in an area currently under evacuation.

Hard Closure: Closed to all traffic except Fire and Law Enforcement.

Soft Closure: Closed to all traffic except Fire, Law Enforcement, and critical Incident resources (i.e. Utility, Caltrans, City/County Roads etc. or those needed to repair or restore infrastructure.)

Wildfire

Hazard Definition

A wildfire is an uncontrolled fire spreading through vegetative fuels, posing danger and destruction to life and property. Wildfires can occur in undeveloped areas and spread to urban areas where structures and other human development are more concentrated.

To describe an area where urban development has been located in proximity to open space, or wildland areas, the term, “urban-wildland interface” is commonly used. The most common type of urban wildland interface results when development occurs immediately adjacent to wildland vegetation. Other interface conditions can be created when urban development is intermixed with wildland vegetation, or when pockets of wildland vegetation occur inside developed areas.

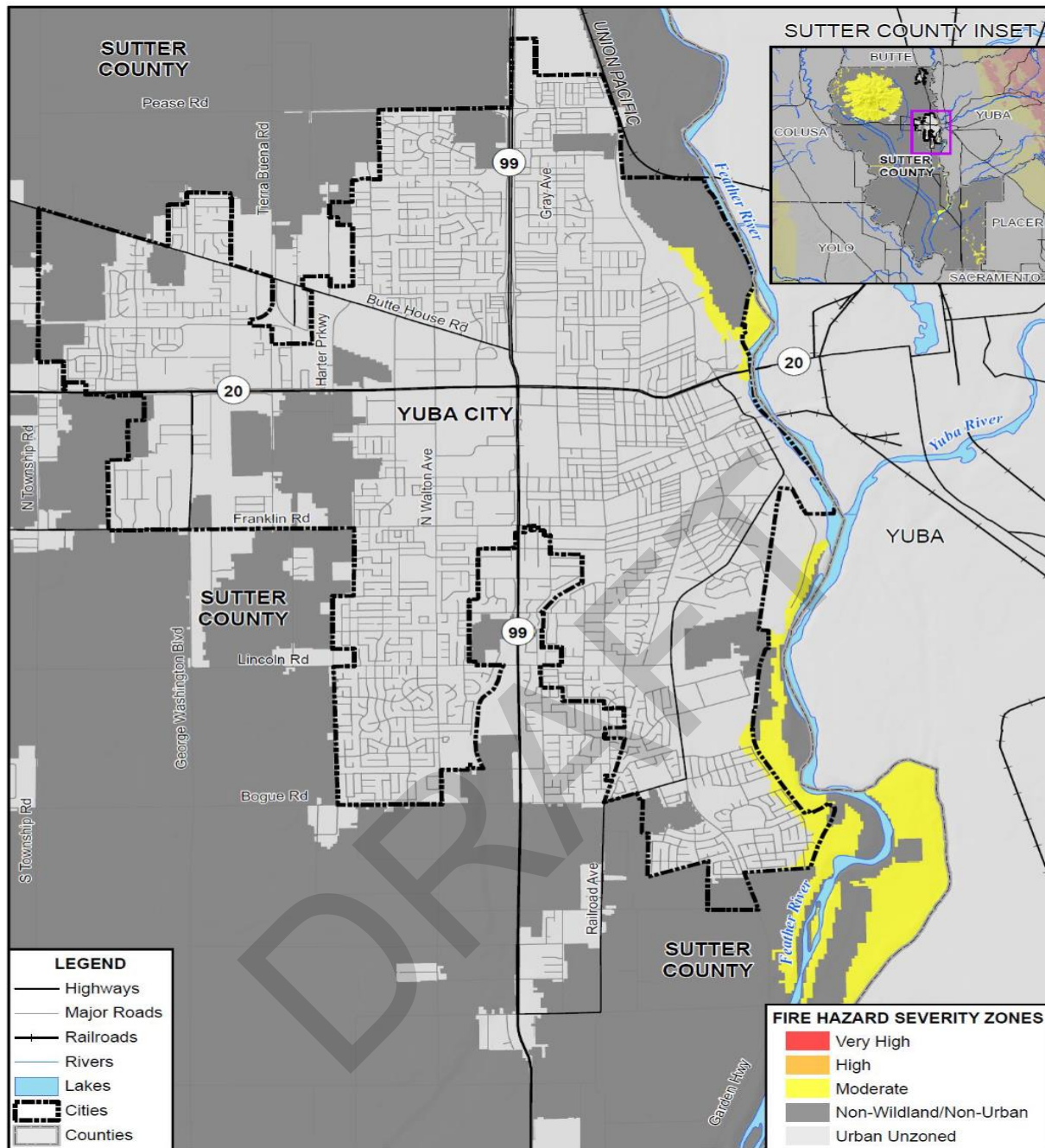
Local Situation

Wildfire can affect all areas of the City. CAL FIRE has estimated that the risk varies across the City and has created maps showing risk variance. The below map shows the CAL FIRE Fire Hazard Severity Zone (FHSZ) in the City. Yuba City is mostly urbanized, with small areas of moderate wildfire risk. Wildfire threat within the City is generally low, with areas of moderate risk in the river bottoms and near waterways in the City. Due to the limited open space or wildland areas, the greatest potential damage from a wildfire is a conflagration of fire from structure to structure due to direct flame impingement, radiant heat, or ember cast. This would most likely occur during a high wind event during spring, summer, or fall that falls into the National Weather Service as a Red Flag event or Particularly Dangerous Situation event.

Yuba City Fire Department is responsible for fire and rescue services for the CSA-G area that fall outside the Yuba City limits. The CSA-G outside of the urban area consists of open space and agricultural land, which has the potential enhanced wildfire threat.

Due to Yuba City's location in the Central Valley, it is surrounded by a number of Counties that have large areas for extreme fire potential. The large fires, could and have, affected Yuba City in regards to hazardous air quality due to smoke from these fires. The air quality conditions 2018 (Camp Fire) and 2020 (Bear Fire) placed Yuba City in an unhealthy category.

CALFire Fire Hazard Severity Zone (LHMP)



Emergency Response Actions

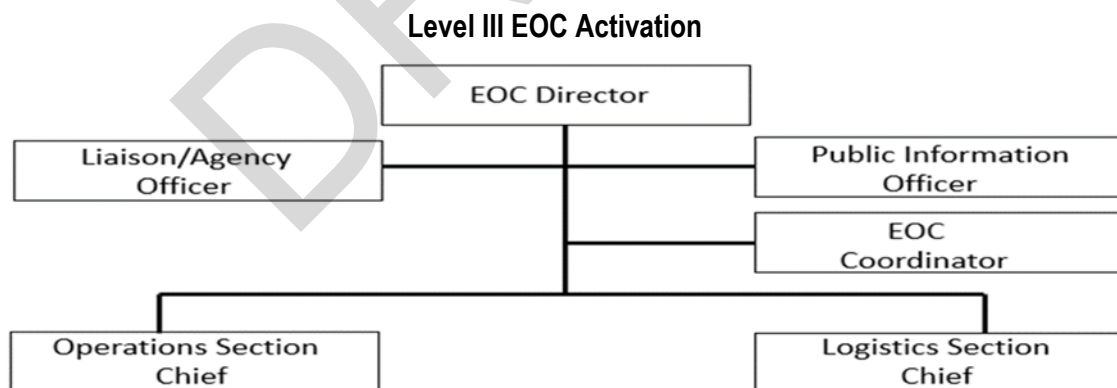
In an effort to prepare for wildfire potential, the Fire Chief, or designee, will routinely monitor the following criteria through Geographic Area Coordination Centers-Predicted Services and the National Weather Service:

- Fuel Moisture Levels
- Fuel Loading
- Heat Advisories
- High-Wind Advisories
- Red Flag Events
- Particularly Dangerous Situation Events

All known National Weather Service (NWS) alerts for weather Warning or Advisory are posted on the Yuba City Fire Department's website.

In the event of wildfire or conflagration of structure fires, Yuba City Fire Department (YCFD) will utilize the Incident Command System, and request the appropriate mutual aid resources as part of the Master Mutual Aid system. Depending on the severity of the Incident, YCFD may go into Unified Command with the appropriate agencies and declare an Incident Command Post. In addition, the following actions may be considered by the Unified Incident Command, Fire Chief, or designee, based upon the extent of the fire, structural damage, life threat, risks to other Communities, risks to critical infrastructure, and/or depletion of Public Safety resources:

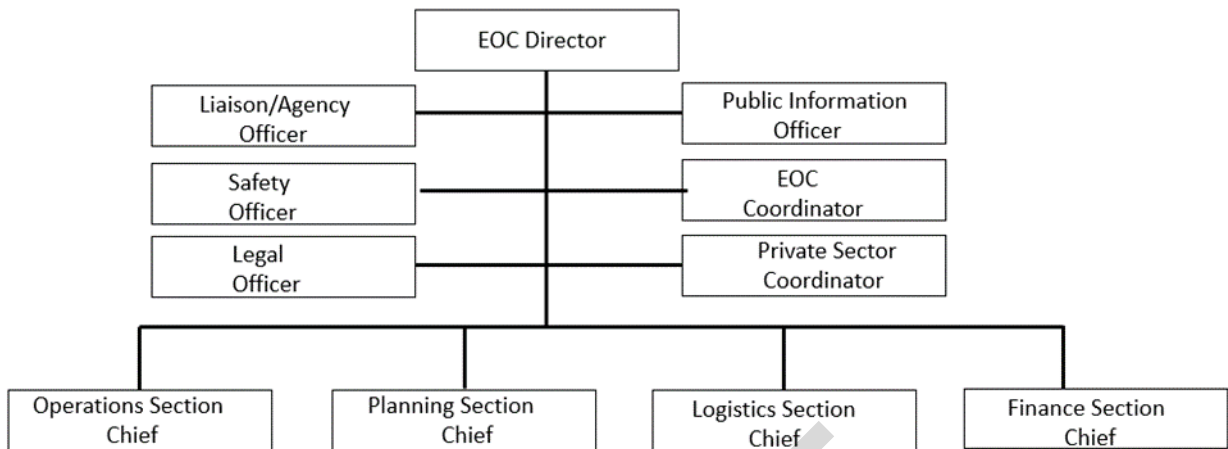
- Opening a Department Operations Center (DOC).
- Notifications to City Manager, Department Heads, and Elected Officials.
- Utilization of the Emergency Notification System (CodeRed).
- Law Enforcement, as part of Unified Command, will utilize the Emergency Incident Evacuation Plan and City Evacuation Zones for threatened areas.
- Incident Commander, or City Notifications to possible effected jurisdictions.
- The City Manager (EOC Director) may consider a Level III EOC activation.
- The Liaison Officer, shall contact all private agencies (BiCounty Ambulance, Recology, Yuba/Sutter Transit, Yuba City Unified School District, Red Cross, TIP) advise them of the current and projected status.
- The Public Information Officer will keep the news media and public informed of the current situation; provide information on appropriate actions to be taken.
- Utilization of established Community Relocation Centers.
- Utilization of emergency shelter locations.
- Unified Command may request air monitoring through California Air Resource Board (CARB) or Feather River Air Quality Management District(FRAQMD).



In the event that the wildfire Incident will involve multiple Operational Periods:

- If necessary request a State or Federal Incident Management Team through Cal OES.
- The City Manager (EOC Director) should consider a Level II EOC activation.
- Planning Section Chief shall coordinate the development of an Incident Action Plan for each Operational Period.
- The City Manager (EOC Director) should consider establishing, a Local Assistance Center (LAC)
- The EOC Director or designee will take steps to assure that all alerted agencies and departments are promptly notified of any new change in conditions.

Level II EOC Activation



In the event of a serious wildfire, the Incident Management Team (either internal or a State/Federal Incident Management Team deployed through the Master Mutual Aid System) will work closely with the EOC to determine the City's Goals, Objectives, and Priorities. These will be identified in the Incident Action Plan, which will be developed by the EOC Planning Section Chief for each Operational Period

The following internal City documents will be utilized to assist with EOC, Operational, and Strategic decision-making process:

- Emergency Incident Evacuation Plan
- City Evacuation Zones
- Department Continuity of Operations Plans
- City Emergency Management Document Center
 - ICS Forms
 - Incident Status Summary (ICS 209)
 - Disaster Declarations
 - EOC Positions-Responsibilities-Checklists
 - Situation Reports and IAP
- Fire Management Assistance Grant (FMAG) – **Priority**
- Yuba City's Wildfire Smoke Policy

The continued severity of the Incident will dictate the EOC level of activation. At any time, Department Operations Centers (DOC) may be established to assist with the Operational mitigation of the Incident.

The following standardized evacuation terminology established by the State of California will be utilized when communicating any evacuations or closures.

California Standard Statewide Evacuation Terminology (Cal OES)

Evacuation Order: Immediate threat to life. This is a lawful order to leave now. The area is lawfully closed to public access.

Evacuation Warning: Potential threat to life and/or property. Those who require additional time to evacuate, and those with pets and livestock should leave now.

Shelter In Place: Go indoors. Shut and lock doors and windows. Prepare to self-sustain until further notice and/or contacted by emergency personnel for additional direction.

Evacuation Order(s) Lifted: The formal announcement of lifting evacuations in an area currently under evacuation.

Hard Closure: Closed to all traffic except Fire and Law Enforcement.

Soft Closure: Closed to all traffic except Fire, Law Enforcement, and critical Incident resources (i.e. Utility, Caltrans, City/County Roads etc. or those needed to repair or restore infrastructure.)

Earthquake

Hazard Definition

An earthquake is a sudden, rapid shaking of the ground caused by the breaking and shifting of rock beneath the Earth's surface. For hundreds of millions of years, the forces of plate tectonics have shaped the Earth as the huge plates that form the Earth's surface move slowly over, under, and past each other. Sometimes the movement is gradual.

At other times, the plates are locked together, unable to release the accumulating energy. When the accumulated energy grows strong enough, the plates break free causing the ground to shake. Most earthquakes occur at the boundaries where the plates meet; however, some earthquakes occur in the middle of plates.

Local Situation

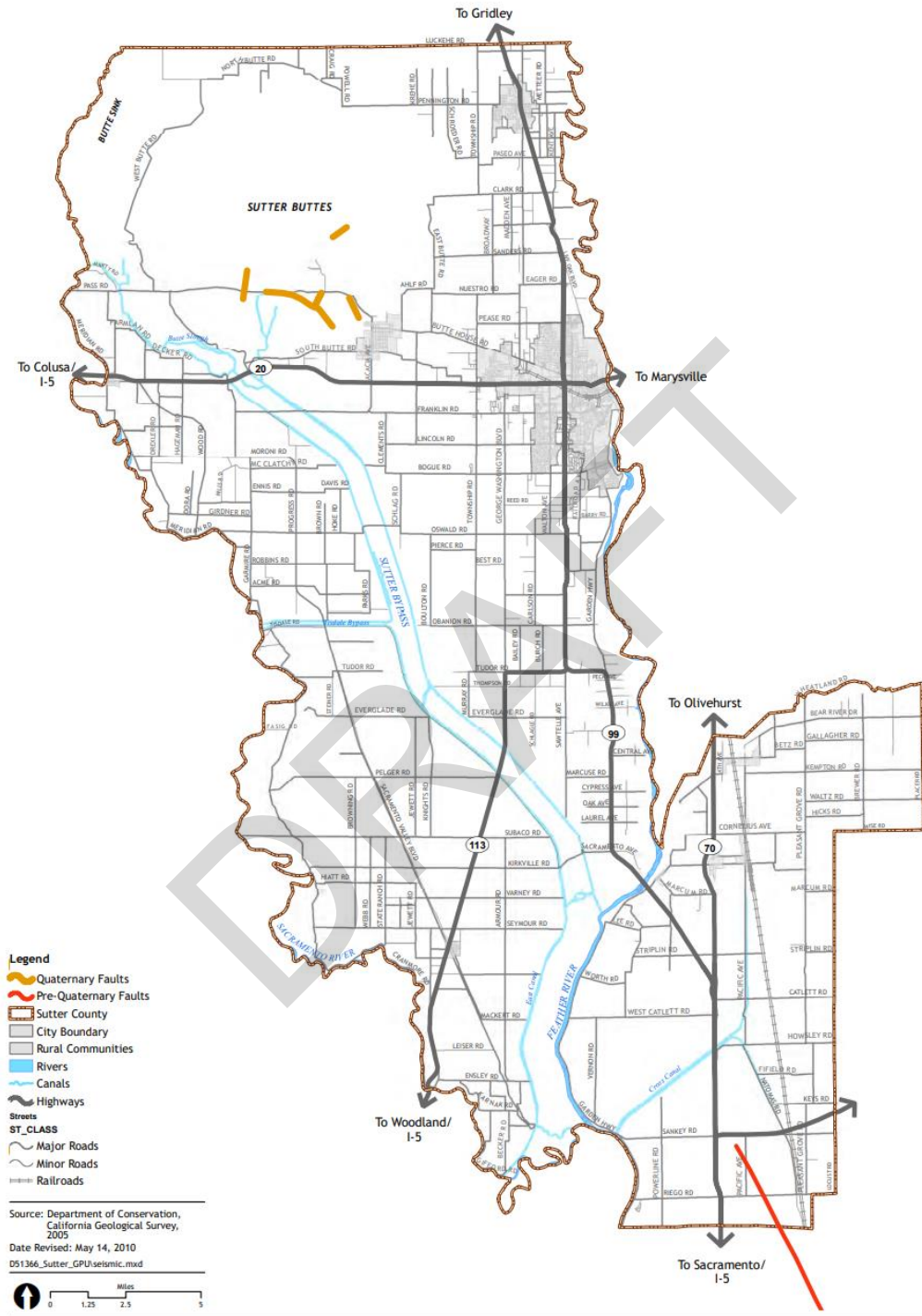
Since earthquakes are regional events, the whole of the City is at risk to earthquake. Yuba City and the surrounding area are relatively free from significant seismic and geologic hazards. There are no known or inferred active faults within the City.

The amount of energy released during an earthquake is usually expressed as a magnitude and is measured directly from the earthquake as recorded on seismographs. An earthquake's magnitude is expressed in whole numbers and decimals (e.g., 6.8). The faults identified in Sutter County include the Quaternary Faults, located in the northern section of the County within the Sutter Buttes, and the Pre-Quaternary Fault, located in the southeastern corner, just east of where Highway 70 enters into the County. Both faults are listed as non-active faults, but have the potential for seismic activity.

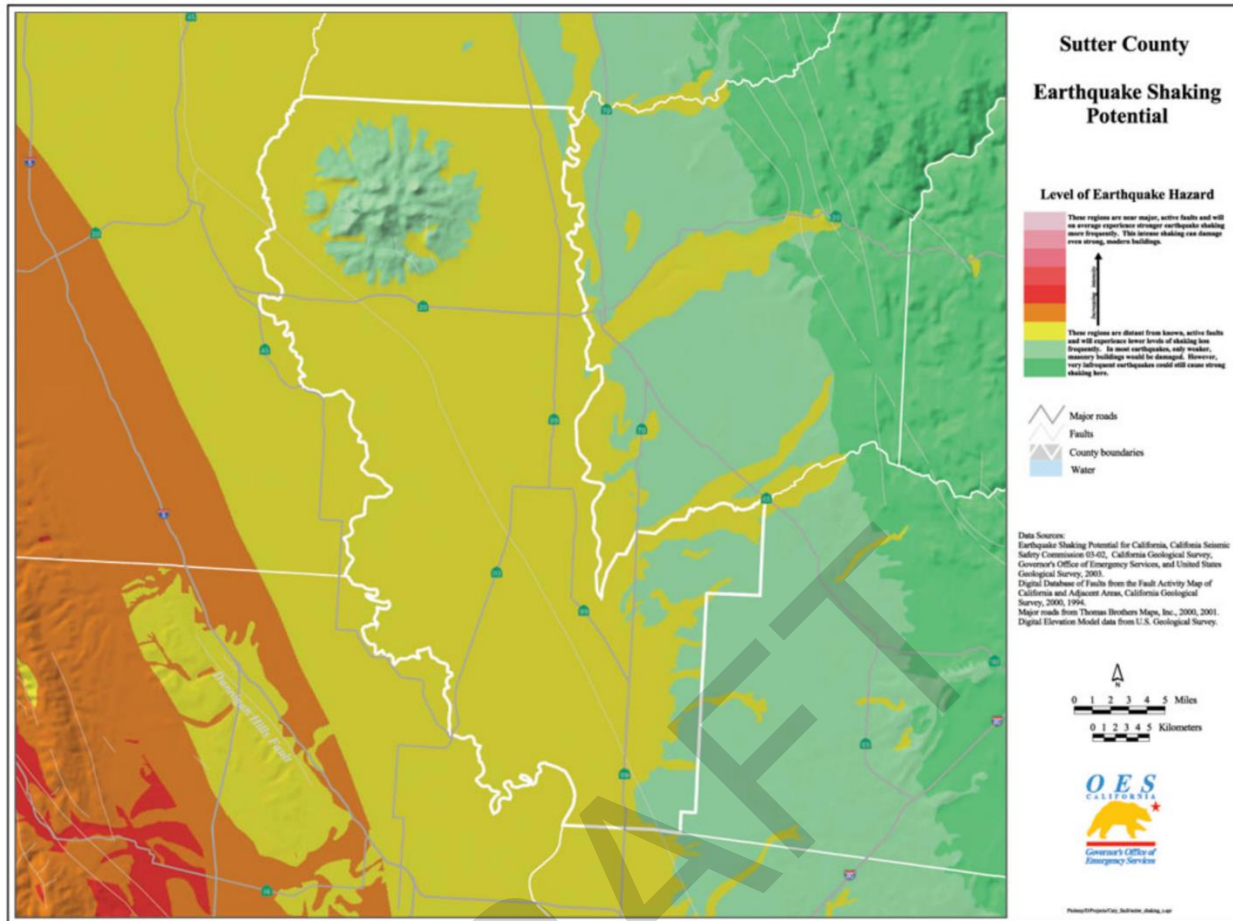
Another measure of earthquake severity is intensity. Intensity is an expression of the amount of shaking at any given location on the ground surface. Seismic shaking is typically the greatest cause of losses to structures during earthquakes. The City is located in an area where few earthquakes of significant magnitude occur, so both magnitude and intensity of earthquakes are expected to remain low. Seismic shaking maps for the area show Sutter County and the City fall within a low to moderate shake risk.

Active and Potentially Active Faults (Sutter County General Plan)

SUTTER COUNTY General Plan



Sutter County Earthquake Shaking Potential (Cal OES)



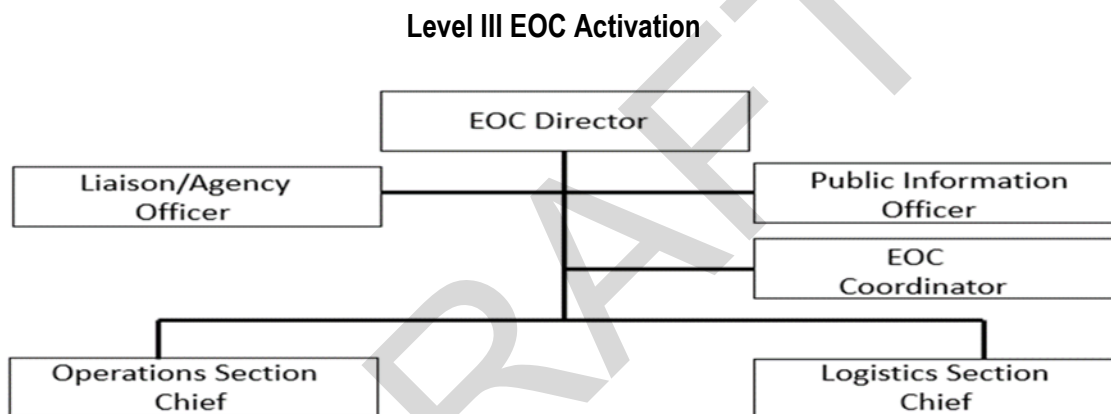
Emergency Response Actions

In the event of an earthquake felt in Yuba City, Department Heads, or designee, for Fire, Police, and Public Works should attempt to determine severity of damage based upon observations, reconnaissance, emergency call volume, and status reports from critical infrastructure sites.

- City Manager, in conjunction with the Department Heads, will analyze the following:
 - Possible extent of the damage
 - Potential life threat (Search and Rescue operations)
 - Critical infrastructure needs
 - Water Treatment Plant
 - Waste Water Treatment Plant
 - Dispatch Center and Cell Towers
 - Water Mains
 - Waste Water Lines
 - Electrical & Natural Gas Lines
 - Essential City Facilities
 - Hospital
 - Levee
 - Highways & Bridges
 - Potential search and rescue needs
 - Potential for hazardous materials releases

Minor Damage, Limited/No Life Threat, Minor Infrastructure Damage:

- City Manager (EOC Director) should consider a Level III EOC Activation.
- City Manager (EOC Director) will assess the need for a Disaster Declaration.
- Public Information Officer should develop Public Information Alerts for distribution. All press releases should be approved by EOC Director or designee.
- Police, Fire, and Public Works may consider opening individual DOCs.
- Determine if Department's Continuity of Operations Plans should be implemented.
- The Operations Chief may consider staffing the Care and Shelter Branch and contact Red Cross.
- The EOC Director, through the Liaison Officer, should contact the Superintendent of the Yuba City Unified School District and the Sutter County Superintendent of Schools to advise them of the current and projected situation.
- Department Heads should brief their staff on current and projected situation.
- Operations Chief should make notifications to the Community Relocation Centers and advise them of the potential use for gathering areas.

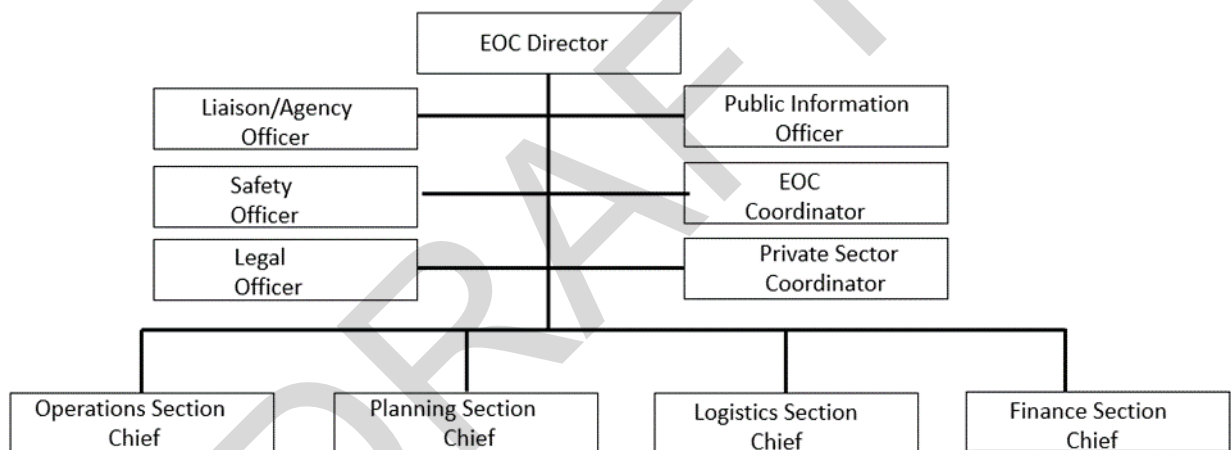


Moderate Damage, Minor Structure Collapse/Moderate Life Threat, or Moderate Infrastructure Damage:

- City Manager (EOC Director) should consider a Level II EOC Activation.
- City Manager (EOC Director) will assess the need for a Disaster Declaration.
- Under the direction of the EOC Director, the City should issue a statement via our Emergency Notification System (CodeRed) of the current situation.
- The Public Information Officer will keep the news media and public informed of the current situation; provide information on appropriate actions to be taken. All press releases should be approved by EOC Director or designee.
- City should consider implementing an Incident Management Team (internally) and request to go into Unified Command with the YCPD, YCFD, Public Works, and Sutter County OEM. An Incident Command Post should be established.
 - Potential Search and Rescue Operations should take priority.
- Request Mutual Aid Assistance through the Mater Mutual Aid System. If necessary, request an Incident Management Team from Cal OES.
- The Operations Chief shall establish Emergency Shelter Locations with Red Cross for displaced individuals due structural damage.

- Operations Chief should make notifications to the Community Relocation Centers and advise them of the potential use for gathering areas.
- City Staff should be notified of the current and projected status by their Department Head.
- Determine if Department's Continuity of Operations Plans should be implemented.
- The Liaison Officer, shall contact all private agencies (BiCounty Ambulance, Recology, Yuba/Sutter Transit, Yuba City Unified School District, Red Cross, TIP) and advise them of the current and projected status.
- City Departments will review Emergency Operations Plan and ensure departmental readiness including procedures for alerting and mobilizing emergency organizations.
- Planning Section Chief shall coordinate the development of an Incident Action Plan for each Operational Period.
- The Operations Chief, through the Law Branch, may consider a City curfew.
- The EOC Director, or designee, will take steps to assure that all alerted agencies and departments are promptly notified of any new change in conditions.

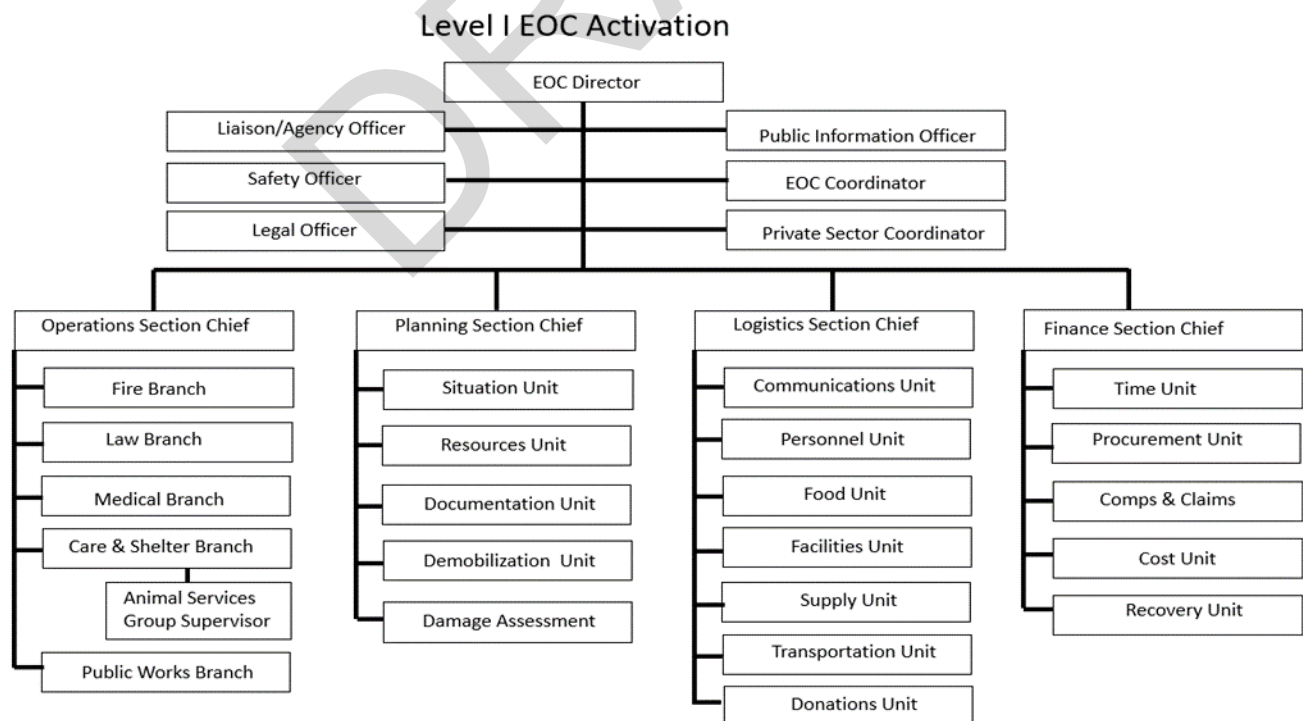
Level II EOC Activation



Major Damage, Minor Structure Collapse/Moderate Life Threat, or Moderate Infrastructure Damage:

- City Manager (EOC Director) should consider a Level I EOC Activation.
- City Manager (EOC Director) should the need for a Disaster Declaration.
- Under the direction of the EOC Director, the City should issue a statement via our Emergency Notification System (CodeRed) of the current situation.
- The Public Information Officer will keep the news media and public informed of the current situation; provide information on appropriate actions to be taken. All press releases should be approved by EOC Director or designee.
- City shall implement an Incident Management Team (internally) and establish Unified Command with the YCPD, YCFD, Public Works, and Sutter County OEM. An Incident Command Post shall be established.
 - Potential Search and Rescue Operations should take priority

- Request Mutual Aid Assistance through the Mater Mutual Aid System. If necessary, request an Incident Management Team from Cal OES.
 - Priority request for Urban Search and Rescue Teams (USAR) and National Guard Heavy Equipment.
- The Operations Chief shall establish Emergency Shelter Locations with Red Cross for displaced individuals due structural damage.
- The Logistics Chief shall establish Staging and Check-In locations/facilities for Mutual Aid Agencies.
- Operations Chief should make notifications to the Community Relocation Centers and advise them of the potential use for gathering areas.
- City Staff should be notified of the current and projected situation by their Department Head.
- Department's Continuity of Operations Plans should be implemented.
- The Liaison Officer, shall contact all private agencies (BiCounty Ambulance, Recology, Yuba/Sutter Transit, Yuba City Unified School District, Red Cross, TIP) advise them of the current and projected situation.
- City Departments will review Emergency Operations Plan and ensure departmental readiness including procedures for alerting and mobilizing emergency organizations.
- Planning Section Chief shall coordinate the development of an Incident Action Plan for each Operational Period.
- The Operations Chief, through the Law Branch, should consider a City curfew.
- Through the EOC, a Local Assistance Center (LAC), should be established.
- The EOC Director, or designee, will take steps to assure that all alerted agencies and departments are promptly notified of any new change in conditions.



In the event of a serious earthquake, the Incident Management Team (either internal or a State/Federal Incident Management Team deployed through the Master Mutual Aid System) will work closely with the EOC to determine the City's Goals, Objectives, and Priorities. These will be identified in the Incident Action Plan, which will be developed by the EOC Planning Section Chief for each Operational Period

The continued severity of the Incident will dictate the EOC level of activation. At any time, Department Operations Centers (DOC) may be established to assist with the Operational mitigation of the Incident.

The following internal City documents will be utilized to assist with EOC, Operational, and Strategic decision-making process:

- Emergency Incident Evacuation Plan
- City Evacuation Zones
- Department Continuity of Operations Plans
- City Emergency Management Document Center
 - ICS Forms
 - Incident Status Summary (ICS 209)
 - Disaster Declarations
 - EOC Positions-Responsibilities-Checklists
 - Situation Reports and IAP

The following standardized evacuation terminology established by the State of California will be utilized when communicating any evacuations or closures.

California Standard Statewide Evacuation Terminology (Cal OES)

Evacuation Order: Immediate threat to life. This is a lawful order to leave now. The area is lawfully closed to public access.

Evacuation Warning: Potential threat to life and/or property. Those who require additional time to evacuate, and those with pets and livestock should leave now.

Shelter In Place: Go indoors. Shut and lock doors and windows. Prepare to self-sustain until further notice and/or contacted by emergency personnel for additional direction.

Evacuation Order(s) Lifted: The formal announcement of lifting evacuations in an area currently under evacuation.

Hard Closure: Closed to all traffic except Fire and Law Enforcement.

Soft Closure: Closed to all traffic except Fire, Law Enforcement, and critical Incident resources (i.e. Utility, Caltrans, City/County Roads etc. or those needed to repair or restore infrastructure.)

Volcano

Hazard Definition

Volcanic eruptions are characterized by a number of different behaviors. Some eruptions involve the slow and non-violent release of molten lava from fissures in the ground over a hot spot in the earth's mantle. Other eruptions are more radical, resulting in the explosive release of molten rock (tephra), ash, and toxic gases. Additional eruptive traits include area seismic activity, lava bombs, landslides, subsidence, peculiar localized weather phenomenon, and plume dominated columns that can project debris for hundreds of miles.

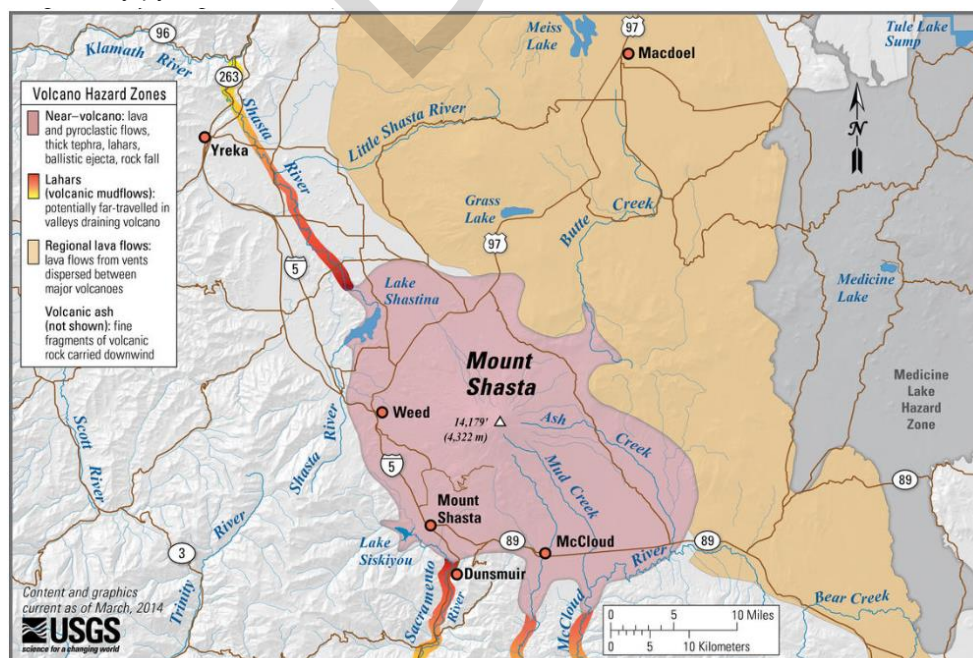
Local Situation

Yuba City is located approximately 93 miles south of Mount Lassen, which is the southernmost volcano in the Cascade Range. There are numerous active volcanoes in the Cascades, including Mount Shasta in California and several others in Oregon and Washington. Mount Lassen last erupted in the period between 1914 and 1921; this period of volcanic activity included steam and ash eruptions as well as a small lava flow. Like the other volcanoes in the Cascades, Mount Lassen and Mount Shasta are considered dormant, which means that it is not currently erupting, but is expected to erupt again in the future. Mount Lassen has erupted at least seven times within the past 1,200 years. Sutter Buttes is an extinct volcano located 11 miles northwest of Yuba City, with the last eruption occurring 1.6 to 1.4 million years ago. The Sutter Buttes is part of the volcanoes in the Coast Ranges.

On the basis of its behavior in the past 10,000 years, Mount Shasta is not likely to erupt large volumes of ash in the near future. The distribution of tephra and prevailing wind directions suggest that areas most likely to be affected by tephra are mainly east and within about 50 km (30 miles) of the summit of the volcano. It has been suggested that, because it is a long-lived volcanic center and has erupted only relatively small volumes of magma for several thousand years, Mount Shasta is the most likely Cascade Range volcano to produce an explosive eruption of very large volume. Such an event could produce tephra deposits as extensive and as thick as the Mazama ash and pyroclastic flows that could reach more than 50 km (30 miles) from the vent. The annual probability for such a large event may be no greater than 10^{-5} , but it is finite.

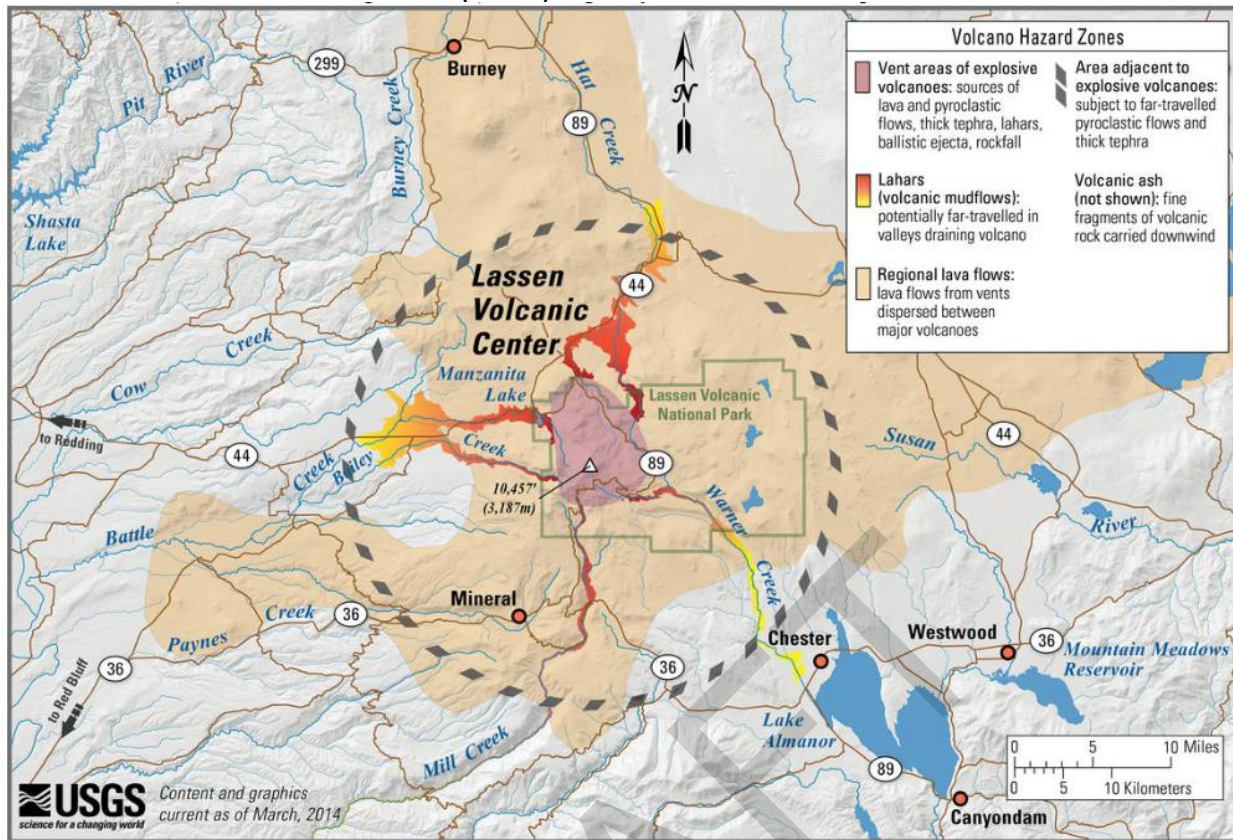
Mount Shasta Volcano Hazard Zone (USGS)

The areas of highest hazard in the region of Lassen Volcanic National Park are those that could potentially be affected by pyroclastic flows and mudflows. These areas are those in the immediate vicinity and downhill from



likely eruption sites. Fallout of ash will affect areas downwind at the time of an eruption. Within the hazard zones, relative hazard is gradational, decreasing away from the location of potential vents.

Mount Lassen Volcano Hazard Zone (USGS)



Emergency Response Actions

In the event of volcano eruption in Northern California or Southern Oregon, the City Manager and Department Heads, or designee, should attempt to determine severity of the situation and potential impact to Yuba City based upon briefings from Cal OES.

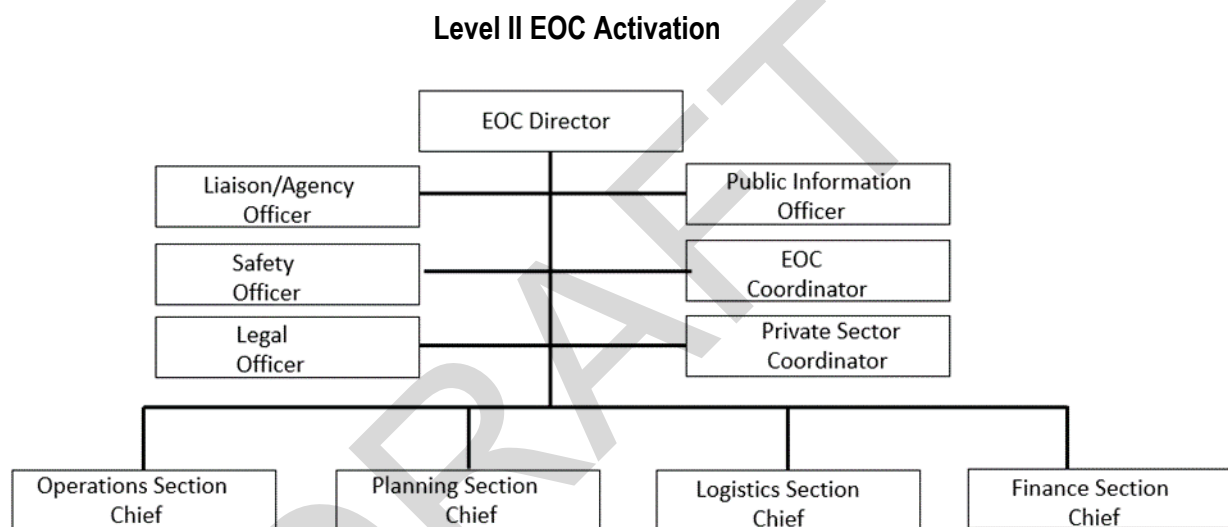
No Tephra, No Toxic Gases, No anticipated Ash accumulation:

- City Manager and Fire Chief, or designee, will monitor current conditions and expected weather patterns.

No Tephra, No Toxic Gases, Mild/Moderate Ash Accumulation:

- City Manager (EOC Director) should consider a Level II EOC Activation.
- City Manager (EOC Director) will assess the need for a Disaster Declaration.
- Under the direction of the EOC Director, the City should issue a statement via our Emergency Notification System (CodeRed) of the current situation.
- The Public Information Officer will keep the news media and public informed of the current situation; provide information on appropriate actions to be taken. All press releases should be approved by EOC Director or designee.
- City should consider implementing an Incident Management Team (internally) and request to go into Unified Command with the YCPD, YCFD, Public Works, and Sutter County OEM. An Incident Command Post should be established.
- Request Mutual Aid Assistance through the Mater Mutual Aid System. If necessary, request an Incident Management Team from Cal OES.

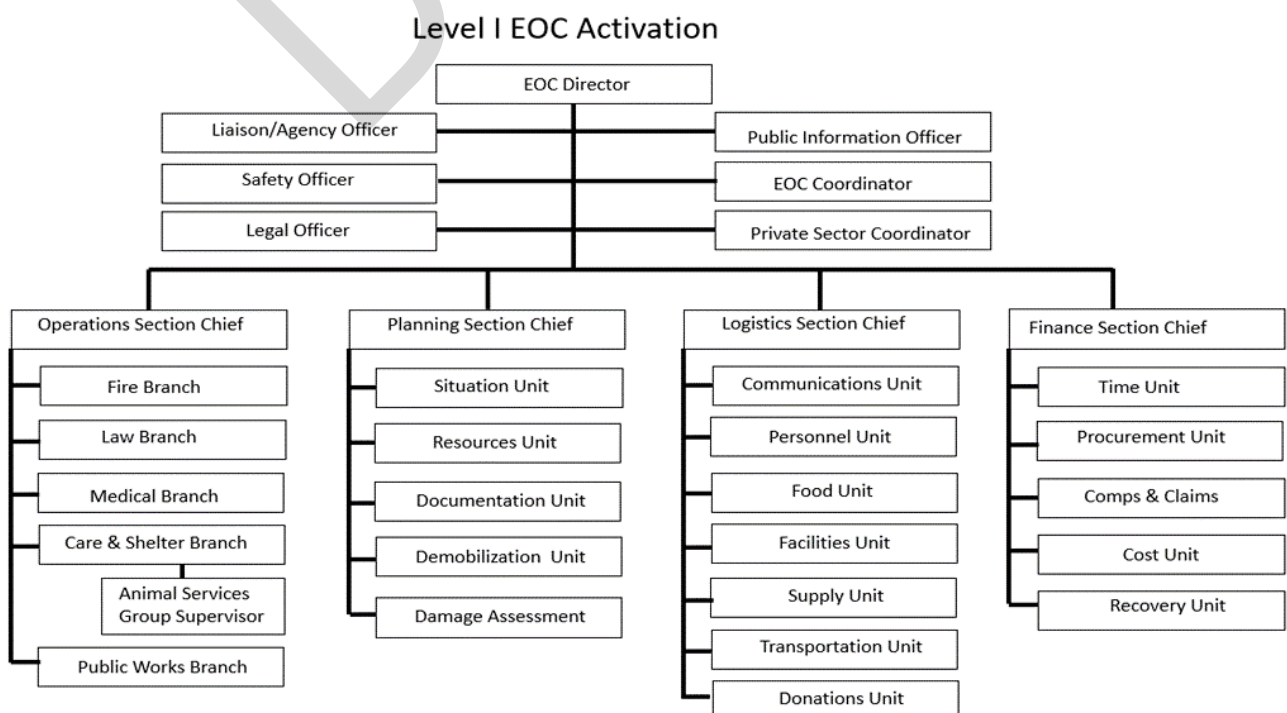
- The Operations Chief may consider establishing Emergency Shelter Locations with Red Cross for displaced individuals due to ash accumulation.
- City Staff should be notified of the current and projected status by their Department Head.
- Determine if Department's Continuity of Operations Plans should be implemented.
- The Liaison Officer, shall contact all private agencies (BiCounty Ambulance, Recology, Yuba/Sutter Transit, Yuba City Unified School District, Red Cross, TIP) and advise them of the current and projected situation.
- City Departments will review Emergency Operations Plan and ensure departmental readiness including procedures for alerting and mobilizing emergency organizations.
- The EOC Director, or designee, will take steps to assure that all alerted agencies and departments are promptly notified of any new change in conditions.



Tephra, Toxic Gases, Mild/Moderate Ash Accumulation:

- City Manager (EOC Director) should consider a Level I EOC Activation based upon the potential threat (outside of the immediate threat zone).
- City Manager (EOC Director) should consider the need for a Disaster Declaration.
- Under the direction of the EOC Director, the City should issue a statement via our Emergency Notification System (CodeRed) of the current situation.
- The Public Information Officer will keep the news media and public informed of the current situation; provide information on appropriate actions to be taken. All press releases should be approved by EOC Director or designee.
- City should implement an Incident Management Team (internally) and request to go into Unified Command with the YCPD, YCFD, and Sutter County OEM. An Incident Command Post should be established.
- Request Mutual Aid Assistance through the Mater Mutual Aid System. If necessary, request an Incident Management Team from Cal OES.

- The Unified Incident Commander will receive information and evaluate the need for evacuation warnings and orders. Incident Management Team (IMT) should utilize Emergency Incident Evacuation Plan and City Evacuation Zones to determine appropriate evacuation notifications.
- If Evacuation Orders or Warnings are being given, the Operations Chief, through the Care & Shelter Branch, shall establish Emergency Shelter Locations with Red Cross outside of the potential hazard area.
- The Unified Incident Commander should utilize pre-existing Community Relocation Centers as gathering points for individuals under an evacuation order or warning, and do not have the ability to leave on their own devices. Buses should be utilized to transport those individuals to established emergency shelter locations.
- City Staff should be notified of the current and projected situation by their Department Head.
- Determine if Department's Continuity of Operations Plans should be implemented.
- The Liaison Officer, shall contact all private agencies (BiCounty Ambulance, Recology, Yuba/Sutter Transit, Yuba City Unified School District, Red Cross, TIP) and advise them of the current and projected situation.
- City Departments will review Emergency Operations Plan and ensure departmental readiness including procedures for alerting and mobilizing emergency organizations.
- The EOC Director, through the Liaison Officer, should contact the Superintendent of the Yuba City Unified School District and the Sutter County Superintendent of Schools should advise them of the current and projected situation. In addition, request access of school buses for potential evacuation.
- City Manager (EOC Director) should use an alternative EOC Facility location outside of the potential hazard area.
- Planning Section Chief shall coordinate the development of an Incident Action Plan for each Operational Period.
- The EOC Director, or designee, will take steps to assure that all alerted agencies are promptly notified of any new change in conditions.



In the event of a serious volcano eruption, the Incident Management Team (either internal or a State/Federal Incident Management Team deployed through the Master Mutual Aid System) will work closely with the EOC to determine the City's Goals, Objectives, and Priorities. These will be identified in the Incident Action Plan, which will be developed by the EOC Planning Section Chief for each Operational Period

The following internal City documents will be utilized to assist with EOC, Operational, and Strategic decision-making process:

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- City Evacuation Zones
- Department Continuity of Operations Plans
- City Emergency Management Document Center
 - ICS Forms
 - Incident Status Summary (ICS 209)
 - Disaster Declarations
 - EOC Positions-Responsibilities-Checklists
 - Situation Reports and IAP
- Yuba City's Wildfire Smoke Policy

The continued severity of the Incident will dictate the EOC level of activation. At any time, Department Operations Centers (DOC) may be established to assist with the Operational mitigation of the Incident.

The following standardized evacuation terminology established by the State of California will be utilized when communicating any evacuations or closures.

California Standard Statewide Evacuation Terminology (Cal OES)

Evacuation Order: Immediate threat to life. This is a lawful order to leave now. The area is lawfully closed to public access.

Evacuation Warning: Potential threat to life and/or property. Those who require additional time to evacuate, and those with pets and livestock should leave now.

Shelter In Place: Go indoors. Shut and lock doors and windows. Prepare to self-sustain until further notice and/or contacted by emergency personnel for additional direction.

Evacuation Order(s) Lifted: The formal announcement of lifting evacuations in an area currently under evacuation.

Hard Closure: Closed to all traffic except Fire and Law Enforcement.

Soft Closure: Closed to all traffic except Fire, Law Enforcement, and critical Incident resources (i.e. Utility, Caltrans, City/County Roads etc. or those needed to repair or restore infrastructure.)

Hazardous Materials Incidents

Hazard Definition

Hazardous materials (Hazmat) consist of substances that by their nature, lack of containment, and reactivity, have the capability for inflicting harm. Hazmat poses a threat to health and the environment when improperly managed. Hazmat can be toxic, corrosive, flammable, explosive, reactive, an irritant, or a strong sensitizer. Hazmat substances also include certain infectious agents, radiological materials, oxidizers, oil, used oil, petroleum products, and industrial solid waste substances.

Hazardous material incidents are one of the most common technological threats to public health and the environment. Incidents may occur as the result of natural disasters, human error, and/or accident. The types of hazmat incidents that can occur and the resulting impact are:

Spill or Release

Immediate threat from any hazardous materials release into the atmosphere is from exposure to toxic vapors, gases, liquids and solids. Even a small release of a hazardous substance can have devastating effects on those who are exposed. A release may result in requiring City residents and businesses to take protective actions such as evacuation or shelter in place.

The secondary risk is to the environment. Unchecked exposure can lead to contamination of the air, ground and subsurface water sources, soil and affect the health of wildlife. Large spills can contaminate drinking water supplies that may affect entire communities, especially in rivers, underground aquifers or reservoirs.

Fire

When hazardous materials burn, toxic chemicals are often present in the smoke. The greatest danger is from inhalation, but eye damage and absorption through the skin can also be a problem. Firefighting can be quite difficult. Large hazardous materials fires are mainly a hazard in and around industrial areas, although smoke and vapor plumes can travel for miles.

Explosion

The major threats from an explosion involving hazardous materials are from falling objects and flying debris, thermal exposure, released contaminants, and over pressure during detonation. Like hazardous materials fires, explosions are mainly a hazard in and around industrial areas, and along ground or marine transportation corridors.

Local Situation

There are several possible sources for hazardous materials incident in Yuba City, including the transportation of hazardous or toxic chemical through Yuba City, industries and fixed facilities that use or produce hazardous chemicals, underground pipelines, commercial and military aviation routes, clandestine dumping/labs, asbestos, and household hazardous waste.

Transportation-related Hazards:

State Highways 99 and 20 crosses through the City and both are major trucking routes that carry commercial vehicles transporting hazardous materials such as petroleum products, industrial wastes, toxic gases and agricultural chemicals.

Union Pacific owns and operates rail lines that runs parallel to the Feather River levee and alongside Live Oak Boulevard, crossing over the river near Northgate Drive. These lines operate freight trains from Union Pacific and Burlington Northern Santa Fe (BNSF), carrying petroleum products, industrial chemicals, and toxic wastes. Some examples of commonly found hazardous materials being transported by rail include crude oil, sulfuric acid, chlorine, and radioactive wastes.

Fixed facilities/Industry

Common facilities that are known to either manufacture, warehouse and/or process toxic chemicals and/or which generate hazardous waste materials include:

875 North Walton Avenue - Calpine Yuba City Energy Center

Operates by burning natural gas to create electricity. High volume and high pressure of natural gas may be found at this location.

700 Jones Street - California cold logistics

Anhydrous ammonia may be found in large quantities at this site for use in refrigeration process.

1612 Starr Drive - Stericycle

Specializes in the collection, transportation, treatment, pickup and disposal of biohazardous medical waste, pharmaceutical waste, sharps, and COVID-19 waste.

900 North George Washington Boulevard - Wilbur-Ellis Company

Agricultural supply company that stores large amounts of fertilizers and/or pesticides (i.e. Aqueous ammonia).

765 Sutter Street- Amerigas

Large quantities of Liquefied Petroleum Gas.

701 Northgate Drive – Yuba City Water Treatment Plant

Large quantity of Chlorine stored and utilized.

302 Burns Drive – Yuba City Wastewater Treatment Plant

Large quantity of Chlorine stored and used.

421 C Strett Gauche Aquatic Park

Large quantity of Chlorine stored and used

Agricultural fields/Orchards

Varying degree and quantities of fertilizer such as ammonia and other agricultural chemicals and pesticides are widely used in the many orchards and agricultural fields found in Yuba City.

Pipelines

Pacific, Gas and Electric (PG&E) owns and operates natural gas transmission pipelines that run underground throughout the City. PG&E defines transmission pipelines as generally larger and operating at a higher pressure than distribution pipelines. This pressure is roughly 60 pounds per square inch gauge (psig). Transmission pipelines move natural gas from compressor stations and storage facilities to regulators. Regulators reduce the pressure before delivering to PG&E's distribution system. The distribution system feeds the smaller lines that deliver natural gas to a business or home.

Commercial and Military Aviation routes?

Direct paths of commercial flights to and from Sacramento International Airport. Proximity to Beale AFB and military training exercises or operations.

Clandestine dumping/Clandestine Drug labs

Clandestine dumping is the criminal act of disposing of toxic materials and hazardous waste products on public or private property. As the costs and restrictions increase for legitimate hazardous waste disposal sites, it can be anticipated that illegal dumping of hazardous materials will increase.

The unpopulated industrial areas of Yuba City, the Feather River and its adjacent wooded river's edge, and the numerous undeveloped or vacant lots in Yuba City provide ample opportunity for illicit dumping of toxic materials and wastes.

Asbestos

Age and era of commercial and residential buildings and construction practices may have presence of asbestos.

Household Hazardous Waste

A facility for collection and proper disposal of household hazardous waste for residents in Yuba City is located 134 Burns Drive.

Hazardous Materials Incident Response

The Yuba City Fire Department (YCFD) is responsible for responding to all hazardous materials incidents in Yuba City. The YCFD have personnel trained as hazardous materials technicians and specialists assigned to 5 Fire Stations throughout the City as well as a special HazMat Unit (HM 31) from the California Office of Emergency Services Regional Hazardous Materials Program. This unit is located at Fire Station 4 on 150 Ohleyer Road and shares staffing with trained personnel from the YCFD HazMat team and other qualified members from the joint Yuba-Sutter Hazardous Materials Response Team (YSHMRT). The regional team is formed through members from YCFD, Sutter County Fire Department, Sutter County Certified Unified Program Agency (CUPA) Marysville Fire Department, Linda Fire Protection District, Beale AFB Fire Department, Wheatland Fire Authority, and Yuba County CUPA.

Hazardous Materials incidents within Yuba City are classified into 3 levels:

Level 1:

- a. Requires at least one HazMat Specialist.
- b. Known substance including drug lab waste.
- c. Minor leaks/spills from 55 gallon or less container(s).
- d. Evacuations limited to a single building or intersection.
- e. No Injuries.

Standard Response – Code 2

- a. One Engine.
- b. Closest HazMat Specialist.

Level 2:

- a. Requires at least four HazMat Specialist.
- b. Highly hazardous known substances or unknown substances.
- c. Leaks/spills from numerous small containers or single containers over 55 gallons.
- d. Evacuations involving large facilities or a city block.
- e. Critical populations affected, such as schools, etc.

Standard Response – Code 3

- a. One Engine and one ambulance.
- b. After arrival and confirmation of Level 2, need a minimum of four HazMat Specialists.
- c. Depending on needs:
 - 1. Request additional on-duty HazMat Specialists.
 - 2. Request off duty HazMat Specialists.

3. Request Yuba Sutter Hazardous Materials Response Team.
4. Notifications to City Manager.
5. City may implement an Incident Management Team (internally) and request to go into Unified Command with the YCPD, YCFD, and YC Public Works. An Incident Command Post should be established.
6. The IMT will keep the news media and public informed of the current situation and provide information on appropriate actions to be taken.

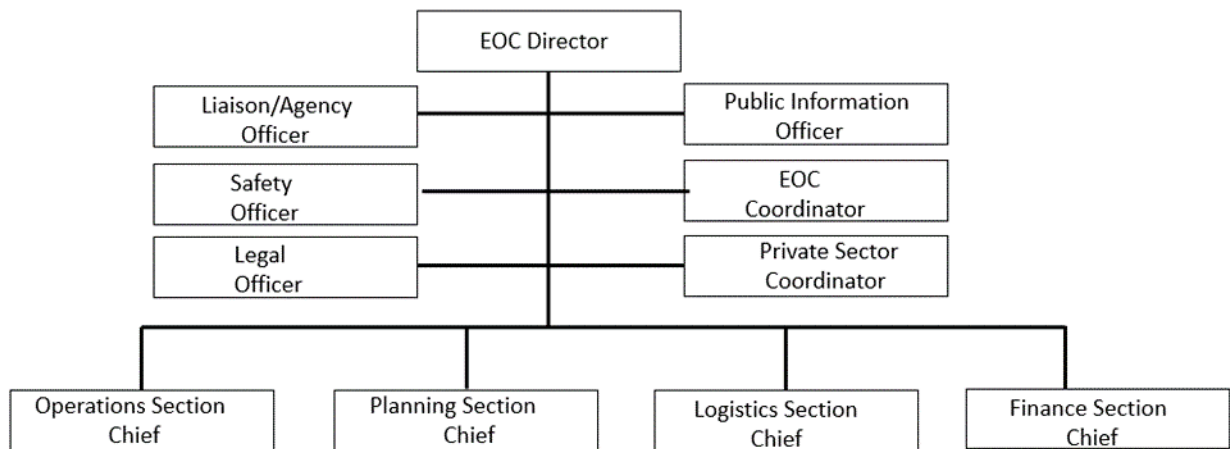
Level 3:

- a. Requires one or more HazMat teams.
- b. Highly hazardous known substances or unknown substances.
- c. Leaks/spills from one or more large containers, such as tank cars.
- d. Large scale evacuations of a long duration.
- e. Critical populations affected, such as schools, etc.
- f. Resource needs exceed the capabilities of local government.

Standard Response – Code 3

- a. Two Engines and one ambulance.
- b. After arrival and confirmation of Level 3, need a minimum of six HazMat Specialists, one of which should be an officer.
- c. Notify Fire Chief.
- d. Depending on needs:
 1. Request additional on-duty HazMat Specialists.
 2. Request off-duty HazMat Specialists.
 3. Request Yuba Sutter Hazardous Materials Response Team.
 4. Request Butte County HazMat Unit.
 5. Notifications to City Manager. City Manager may consider a Level III or II EOC activation, based upon effected population and scale of possible evacuations.
 6. City should implement an Incident Management Team (internally) and request to go into Unified Command with the YCPD, YCFD, YC Public Works, and Environmental Health. An Incident Command Post should be established.
 7. Shelter In Place Orders may be given priority to limit exposure to the population.
 8. The Public Information Officer will keep the news media and public informed of the current situation and provide information on appropriate actions to be taken.
 9. The EOC Director, through the Liaison Officer, should contact the Superintendent of the Yuba City Unified School District and the Sutter County Superintendent of Schools should advise them of the current and projected situation. In addition, request access of school buses for potential evacuation.
 10. Department Operations Center (DOC) may be established.
 11. Determine if Department's Continuity of Operations Plans should be implemented.

Level II EOC Activation



Yuba City Dispatch coordinates the initial response to calls for hazardous materials incident in the City. The Incident Commander along with members from the Hazardous Materials Team may work together at a Hazardous Materials incident to determine the need to activate the YSHMRT response. The individual tasked with activating the YSHMRT will utilize the following information:

ACTIVATION NUMBER:

Hazmat Duty Officer:

**** (530) 634-7661****

Back up Duty Officer:

(530) 634-7662

Be prepared to answer the following questions:

- Incident name and jurisdiction.
- Incident Commander's name and agency.
- Command and tactical frequencies.
- Known chemical substance or container.
- Reporting location and travel route.
- Any specialty equipment needed. The HazMat Duty Officer will contact Yuba County Dispatch to initiate notifications to YSHMRT members via the "Code Red" program.

The Hazardous Materials Team does not conduct clean-up of a hazardous materials release. Hazardous materials clean-up is performed under private contract and comes at the cost of the responsible party. The responsible party will ensure proper clean-up of the product or assure that a qualified licensed contractor clean and properly dispose of the hazardous product.

In the event of a serious hazardous materials incident, the Incident Management Team (either internal or a State/Federal Incident Management Team deployed through the Master Mutual Aid System) will work closely with the EOC to determine the City's Goals, Objectives, and Priorities. These will be identified in the Incident Action Plan, which will be developed by the EOC Planning Section Chief for each Operational Period

The following internal City documents will be utilized to assist with EOC, Operational, and Strategic decision-making process:

- Emergency Incident Evacuation Plan
- City Evacuation Zones
- Department Continuity of Operations Plans
- City Emergency Management Document Center
 - ICS Forms
 - Medical Plan (ICS 206)
 - Safety Message/Plan (ICS 208)
 - Incident Status Summary (ICS 209)
 - Incident Action Plan Safety Analysis (ICS 215A)
 - Disaster Declarations
 - EOC Positions-Responsibilities-Checklists
 - Situation Reports and IAP
- Yuba City's Wildfire Smoke Policy

The continued severity of the Incident will dictate the EOC level of activation. At any time, Department Operations Centers (DOC) may be established to assist with the Operational mitigation of the Incident.

The following standardized evacuation terminology established by the State of California will be utilized when communicating any evacuations or closures.

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Evacuation Warning: Potential threat to life and/or property. Those who require additional time to evacuate, and those with pets and livestock should leave now.

Shelter In Place: Go indoors. Shut and lock doors and windows. Prepare to self-sustain until further notice and/or contacted by emergency personnel for additional direction.

Evacuation Order(s) Lifted: The formal announcement of lifting evacuations in an area currently under evacuation.

Hard Closure: Closed to all traffic except Fire and Law Enforcement.

Soft Closure: Closed to all traffic except Fire, Law Enforcement, and critical Incident resources (i.e. Utility, Caltrans, City/County Roads etc. or those needed to repair or restore infrastructure.)

Natural Occurring Biological Threats

Hazard Definition

Public health-related hazards may be the result of a naturally occurring event or terrorism. Key hazards of concern to Sutter County are West Nile Virus (WNV), Avian Influenza (Bird Flu) and Avian Influenza A (H5N1), Swine Influenza (H1N1), Bovine Spongiform Encephalopathy (BSE, "mad cow disease"), Botulism,

Campylobacter jejuni, Canine Distemper, E. coli, Exotic Newcastle Disease, Hantavirus, Hepatitis A, Lyme Disease, Monkeypox, Norwalk Virus, Plague, Salmonella, SARS, Shigella (dysentery), and Tularemia.

Local Situation

Overall, Yuba City's exposure (probability) to these threats ranges from Low to High. There is no scientific scale to measure the magnitude of a pandemic. Pandemics are usually measured in number of people affected by the pandemic, and by the number of people who die from complications.

The 20th century saw three outbreaks of pandemic.

- The 1918-1919 Influenza Pandemic
- The February 1957-1958 Influenza Pandemic
- The 1968 Influenza Pandemic

To date, the 21st century has seen two acknowledged pandemics.

- 2009 Swine Flu (H1N1)
- 2019/2020 COVID-19

Emergency Response Actions

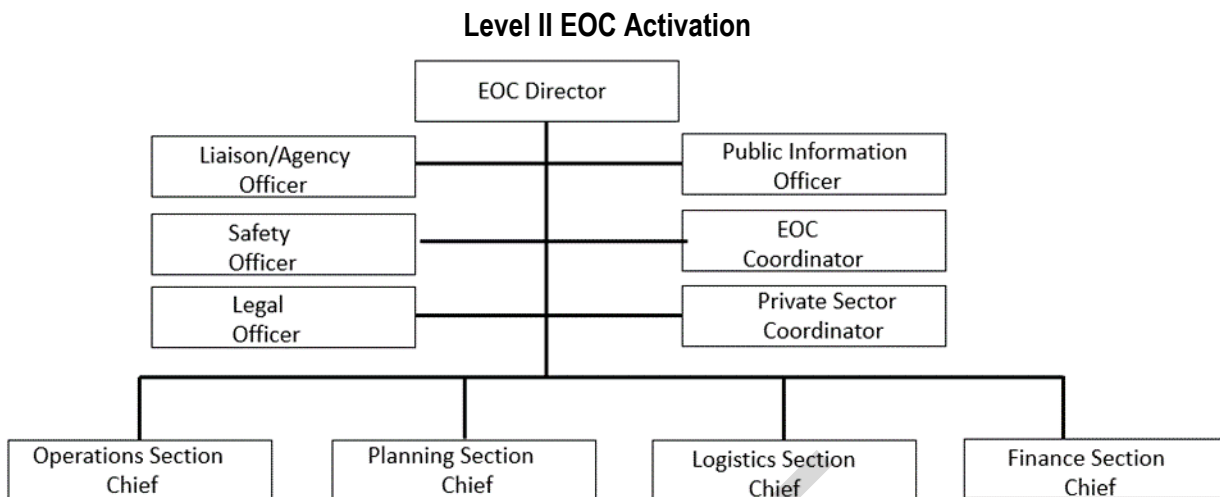
Yuba City's response will be evaluated by utilizing the threat levels and guidance from the following sources:

- World Health Organization
- Centers for Disease Control and Prevention
- California Department of Public Health
- Sutter County Public Health

In the event one or more of the above sources declares an emerging threat as a health emergency and has the potential to affect a significant portion of Sutter County, Yuba City may implement the following:

- City Manager (EOC Director), in conjunction with the Department Heads will complete a jurisdictional risk assessment:
 - Possible threat to City employees.
 - Possible threat to vulnerable populations of the City.
 - Possible threat to the Yuba City population.
 - Possible threat to essential City services.
 - Possible threat to City services as a whole.
 - Possible threat to economic stability.
- City Manager (EOC Director) may consider a Level III or Level II EOC Activation.
- City Manager (EOC Director) will assess the need for a Disaster Declaration.
- Public Information Officer should develop Public Information Alerts for distribution. All press releases should be approved by EOC Director or designee.
- Police, Fire, and Public Works may consider opening individual DOCs.
- Determine if Department's Continuity of Operations Plans should be implemented.
- Department Heads should brief their staff on current and projected situation.
- Logistics Section Chief will identify and attempt to secure essential personnel protective equipment for City Staff.
- Operations Section Chief will work with Sutter County Public Health and identify the medical branch as a Closed Point of Dispensing (POD).

- Operations Section Chief will initiate medical counter measure (MCM) dispensing strategies.
- Planning Section Chief should provide Situational Status Reports.



In the event of a serious natural occurring biological threat, the DOC or EOC will determine the City's Goals, Objectives, and Priorities. These will be identified in the Incident Action Plan, which will be developed by the EOC Planning Section Chief for each Operational Period.

The following internal City documents will be utilized to assist with EOC, Operational, and Strategic decision-making process:

- Department Continuity of Operations Plans
- City Emergency Management Document Center
 - ICS Forms
 - Safety Message/Plan (ICS 208)
 - Activity Log (ICS 214)
 - Disaster Declarations
 - EOC Positions-Responsibilities-Checklists
 - Situation Reports and IAP

The continued severity of the Incident will dictate the EOC level of activation. At any time, Department Operations Centers (DOC) may be established to assist with the Operational mitigation of the Incident.

Extreme Weather

Hazard Definition

This hazard category is defined by those naturally occurring events that are environmentally or meteorologically initiated, and have either a long-term rate of occurrence or occur with regular frequency. Their impacts, although normally not considered damaging, have the capacity to present significant challenges to the City in the areas of public safety, economic vitality, environmental quality, and other social consequences.

Local Situation

Heat/Cold

Annually, the City of Yuba City can experience summer temperatures that reach into the 100's and winter temperatures can drop into the low teens. Exposure to extreme temperatures can cause unsafe changes to

the body temperature and cause the City infrastructure to fail or become otherwise compromised. Overall, this hazard is considered a moderate to high risk to the City.

Air Pollution

The City of Yuba City is at risk for accumulation of unhealthy levels of air pollution. This pollution can come from a variety of sources, including vehicle exhaust and fires, both wildland and industrial. In the event the air pollution is found to be at emergency levels, mitigation will likely consist of restriction of movement outdoors. Likely, there will also be increased visitation to area hospitals from the area's medically-fragile or vulnerable populations.

Drought

Generally, extended drought events present a major economic impact, especially in an area heavily involved in agricultural production like Yuba City. Moreover, if the drought is long-term, potable water supplies may dwindle, resulting in the need for rationing, importation of emergency water supplies and other mitigation strategies.

High Winds/Tornado

Yuba City is at a moderate to high risk for having wind events that exceed 50 mph, which are considered damaging winds. These usually occur during winter thunderstorms; however, they may reach these speeds during summer North Wind events, which may result in extreme fire behavior. In January 2008, the City experienced moderate to heavy damages such as toppled trees and downed power lines resulting in power outages from the severe winter storms (wind and rain).

Yuba City is in a Low Risk area for tornados. According to National Weather Service records, Sutter County has had 21 reported tornados since 1950 with the largest being an F2 that caused 2 injuries.

Emergency Response Actions

In an effort to prepare for extreme weather events, the Fire Chief or designee will routinely monitor current and forecasted weather events. All known National Weather Service (NWS) alerts for weather Warning or Advisory are posted on the Yuba City Fire Department's (YCFD) website.

In the event that extreme weather is forecasted through the National Weather Service, Public Service Announcements (PSA) may be distributed to the public, including utilization of the YCFD's website for preparing citizens of the extreme weather conditions.

Extreme Weather Threat:

- City Manager (EOC Director), or designee will determine if a warming or cooling center is needed.
- Fire Chief, or designee will determine the need for opening a Department Operations Center (DOC).
- The City Manager (EOC Director) may consider a Level III EOC activation.
- The City Manager (EOC Director) will notifications to Department Heads and Elected Officials of the current situation.
- Department Heads will ensure precautions are taken to prepare City facilities.
- Emergency Notification System (CodeRed) may be utilized for PSA's.
- The Public Information Officer will keep the news media and public informed of the current situation; provide information on appropriate actions to be taken.
- Determine if Department's Continuity of Operations Plans should be implemented.
- City Staff should be notified of the current and projected status by their Department Head.

Electrical Power Outage:

Extreme weather often coincides with electrical power outages; however, it may result from Public Safety Power Shutdown (PSPS), rolling black-outs, equipment failure, or natural/man-made disaster. It is understood that determining the length of a power outage may be challenging and will be estimated based upon the reconnaissance or intelligence received. In the event of a power outage, the Fire Chief, or designee, will:

- Attempt to determine the extent of the power outage.
- Attempt to determine the cause of the power outage.
- Attempt to determine the anticipated duration of the power outage.
- Attempt to determine any immediate hazards associated with the power outage.
 - Critical infrastructure effected
 - Extreme heat or freezing conditions
 - Additional life safety issues.

Extent and duration of the power outage:

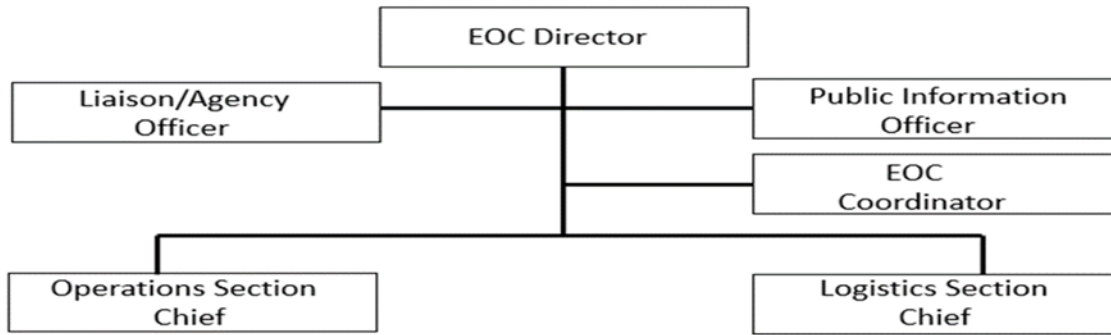
25% or more the City involved and expected duration of more than 4 hours:

- Fire Chief, or designee may consider opening the Department Operations Center (DOC)
- City may implement an Incident Management Team (internally) and request to go into Unified Command with the YCPD, YCFD, and YC Public Works. An Incident Command Post should be established.
- Emergency Notification System (CodeRed) may sent to residents affected.

50% or more the City involved and expected duration of more than 12 hours:

- Fire Chief, or designee should open the Department Operations Center (DOC)
- City should implement an Incident Management Team (internally) and request to go into Unified Command with the YCPD, YCFD, and YC Public Works. An Incident Command Post should be established.
- The City's Emergency Notification System (CodeRed), should be utilized to provide a situation update to residents in the affected area.
- The City Manager (EOC Director) may consider a Level III EOC activation.
- The DOC will identify and determine critical facilities for life safety and/or public safety concerns.
- The DOC and EOC will determine the need for cooling, warming, or charging centers.
- The EOC Director, through the Liaison Officer, should contact the Superintendent of the Yuba City Unified School District, Skilled Nursing Facilities and Elderly Care Facilities and advise them of the current and projected situation.

Level III EOC Activation



Terrorism

Hazard Definition

Terrorism is defined in 28 CFR Section 0.85 as “...the unlawful use of force and violence against persons or property to intimidate or coerce a government, the civilian population, or any segment thereof, in furtherance of political or social objectives.” Since September 11, 2001, terrorism has become a fact of life for all Americans. Planning for response to potential terrorist incidents has long been part of California’s Emergency Preparedness Planning effort. California provides a target-rich environment for terrorists, with many facilities and venues and an easy place to hide in California’s diverse population.

There are many forms that terrorism can take and the most prevalent is a terrorist attack involving Chemical, Biological, Radiological, Nuclear and Explosive (CBRNE) agents and/or devices. There is also the threat of Cyber-Terrorism involving the use of computer data and networks to interrupt or shut down critical government infrastructures such as energy, transportation or financial sectors.

Local Situation

The target of such acts can be mass loss of life, disruption of services, or large property damage. While the Yuba City area has never been specifically targeted, terrorism is a constant threat to our nation and each individual community. Situational awareness must be maintained by all City employees as the area can be a target-rich environment for terrorist attacks.

In addition to terrorist attacks, a specific threat may be received that falls in the Yuba City’s jurisdiction. Upon receipt of a terrorist threat, YCPD has specific Sergeants and Officers designated as TLO’s (Terrorism Liaison Officers) whom have contacts with State and federal offices through the Central California Intelligence Center (CCIC) and Sacramento Regional Threat Assessment Center (SacRTAC). Coordination between TLO’s and additional agencies will be required to assess the validity and need of additional resources.

Local Fixed Facilities

City owned facilities that could be potential terrorist targets include:

1201 Civic Center Drive – City Hall

701 Northgate Drive – Water Treatment Plant (including the water intake facility)

302 Burns Drive – Wastewater Treatment Facility

There are many local private and County owned facilities that could be potential terrorist targets. A list of facilities would be too extensive to include in this document. A terrorist is only limited by their imagination of what a viable target may be. Major infrastructure such as levees, powerplants, and bridges are also concern of potential terrorist attacks.

Terrorism Incident Response

The Yuba City Police Department and the Yuba City Fire Department would be the first responders on scene during a local terrorist attack. Personnel from both agencies have received training to most emergency responses that could be caused by a terrorist attack. Given the broad spectrum of types of incidents, YCPD personnel are trained to request assistance with incidents beyond our capabilities. Incidents that may exceed the City's capabilities in terms of personnel or expertise and will require the assistance of outside agencies. These resources are known and readily available if requested by the Incident Commander. Resources could come from the local area or Sacramento area depending on the incident. Mutual aid can be requested through Sutter County, CCIC, SacRTAC, and the assistance of the FBI can be requested depending on the scope of an incident.

Civil Disobedience

Hazard Definition

Civil disobedience is often related to a social situation or event that gathers large groups of people that could be protesting, angry, celebrating, or otherwise wanting to outwardly express themselves. These events have become more common in recent years as was evidenced in the case of George Floyd being killed by police in Minneapolis. The power of social media has propelled events such as the George Floyd protests causing disruptions across the country when these incidents occur. While some protests or marches may start with peaceful intentions, they can quickly turn violent causing violence and significant damage to property. Yuba City has typically had very little response during these events, however, in recent years small groups have formed to protest at high visibility areas in our jurisdiction.

Civil disobedience may cause the following impacts within our community:

- Injury to targeted population groups or individuals within the perimeter of the event
- Damage to public and private property, structures and systems
- Interruption of official government operations
- Loss of revenue from people being discouraged from entering affected areas
- Costs of managing response resources
- Interrupted traffic and loss of mobility due to rioting and official road closures
- Societal disruptions and long-term stigma associated with such occurrences

These situations can quickly increase in severity if not addressed appropriately leading to our jurisdiction quickly running out of available resources to safely handle. Mutual aid from local agencies is a common request amongst the Yuba Sutter area.

Local Situation

There are many locations within Yuba City that could be potential locations for civil disobedience. High visibility locations are most likely, however, with the availability of social media, any location could be used and livestreamed to garner the attention a group of people is seeking.

Civil Disobedience Response

When a large group gathers that could lead to civil disobedience, YCPD should take the approach of allowing people to safely express their views without infringing upon the rights and property of others in the community. Depending on the situation, contact should be made with a leader of the group. YCPD's desire to let them freely express their views should be emphasized along with which illegal behavior would not be acceptable. YCPD will internally monitor the group through social media outlets to learn of any additional movements or locations that the group is planning.

Depending on the size of the crowds, YCPD will coordinate with local agencies to get the necessary personnel should enforcement action be necessary. Mutual aid for a large-scale event that could turn into civil disobedience will be coordinated through the Sutter County Sheriff's Office. Implementation of an EOC will be at the discretion of the Police Chief or designee.

Water and Wastewater Disruption

Hazard Definition

There are several possible sources of potable water Disruption in Yuba City, including the Threat of or Actual Contamination of the Water System, Structural Damage from Explosive Devices, SCADA Security, Chlorine Release, Power Outage, and Water Supply Interruption.

Local Situation:

The Threat to or Actual Contamination of the Water System:

This applies to the intentional introduction of a contaminant into the water system. The contaminant could be introduced at any point within the water system, including raw water, treatment facilities, or distribution system including pipes, water storage tanks, or pump stations. The adversary may or may not give notice of the contaminant or provide the location. Contamination may have actually occurred, or it may be a hoax.

Emergency Response Actions

Refer to City of Yuba City Emergency Response Plan

1. Perform actions to estimate the contaminated area and predict movement of contamination if evidence has been confirmed.
2. Take actions to isolate portions of the water system containing suspect water.
3. Issue "Boil Water", "Do not Drink", or "Do not Use" orders via the City's Emergency Notification System (CodeRed) and Press Releases as appropriate.
4. Initiate Alternate Water Supply (Section III.G of ERP for Alternate Water Sources) to provide alternate water supply for customers and fire protection as necessary.

Structural Damage from Explosive Device

This applies to an incident where intentional structural damage has occurred to the water system as a result of an explosive device. The assumed intent of the explosion is to disrupt normal system operations any point within the system, including raw water, treatment facilities, or the distribution system.

Emergency Response Actions

Refer to City of Yuba City Emergency Response Plan

1. Physically secure water system facilities and implement heightened security procedures throughout the system.
2. Initiate Alternate Water Supply (Section III.G of ERP for Alternate Water Sources) to provide alternate water supply for customers and fire protection as necessary.
3. Based on extent of damage, consider alternate (interim) treatment schemes.

4. Issue public notification, "Boil Water", "Do not Drink", or "Do not Use" orders and other Press Releases as appropriate.

Request assistance from outside contractors or other water utilities if needed to help repair the damage.

SCADA Security

This applies to a cyber-attack on a SCADA network system when the cyber intruder is conducting DoS (Denial of Service), initiating SCADA/DCS command spoofing, attempting to take the SCADA/DCS system down, and attempting to take control of or is in control of the system.

Emergency Response Actions

Refer to City of Yuba City Emergency Response Plan

1. Restrict physical access to the area.
2. Physically unplug any phone lines that could dial in to the attacked computer.
3. Unplug the computer from the network.
4. Determine if the SCADA system needs to be isolated from process operations and taken completely off line.
5. Photograph the scene, including connections to any peripherals.
6. IF the computer is off, DO NOT turn it on (preferred method is to jumper system disk drive(s) as read only, and perform a post-mortem on a separate computer using suitable tools.)
7. IF the computer is on, DO NOT reboot it.
8. Avoid accessing any files on the compromised machine.

Chlorine Release

This applies to an uncontrolled release of any quantity of chlorine gas.

Emergency Response Actions

Refer to City of Yuba City Emergency Response Plan Appendix B Chlorine Emergency Information

1. Personnel must be moved to or seek shelter away from the release area.
2. Determine rate, the volume of release, size of container, and wind direction, which will influence the ability to control the release as well as determine the impact on both on-site and off-site personnel
3. Contact Yuba City Fire Department and relay all gathered information. Note: Only trained personnel using pre-planned procedures should respond to uncontrolled chlorine releases.

Power Outage

Power outages may occur at any time. We are especially susceptible to power outages during stormy, windy, or unusually hot weather. They can also be caused by a traffic accident, transformer problems, or as the result of an earthquake, fire, flood, or explosion. Power outages may last from less than a minute to several hours or even several days.

Incident Response

Refer to City of Yuba City Emergency Response Plan

1. Turn off unnecessary electrical equipment.
2. Start backup generators as necessary for crucial components: Note: Uninterruptible Power Supply (UPS) for SCADA and computers, battery backup for Remote Terminal Unit (RTU) may only supply power for a few hours.
3. Increase disinfectant residual as a precaution against potential contamination.

4. If not able to meet community requirements for water, then arrange for water to be supplied by another source. See Mutual aid agreements. (Section II B. of ERP and Section III.G of ERP for Alternate Water Sources).
5. Notify priority customers.
6. Notify users of service interruption if the backup pump(s) is/are incapable of maintaining supply.
7. Issue “Boil Water,” “Do not Drink,” or “Do not Use” orders and Press Releases as appropriate.
8. Initiate a backup plan for retrieval of current information from outside sources.
9. Consider initiating portable backup pumping and generating capability to serve areas with limited storage, critical wastewater collection, and treatment operations.

Water Supply Interruption

These events will vary in scale from compromised incremental supply volumes to complete, catastrophic loss of water supply. The ability of a utility to successfully respond to a catastrophic water supply interruption will be highly correlated to the existence of interconnections and alternative sources of supply.

Emergency Response Actions

Refer to City of Yuba City Emergency Response Plan

Several potential levels of severity are involved in a water supply interruption.

1. **Water Alert** -- A 5% or greater reduction in water usage is implemented. Voluntary conservation is encouraged. The water shortage situation is explained to the public, and voluntary water conservation is requested. WTP maintains an ongoing public information campaign consisting of the distribution of literature, speaking engagements, bill inserts, and conversation messages printed in local newspapers.
2. **Water Warning** -- A 15% or greater reduction in water usage is to meet the immediate needs of customers. The water supply shortage is moderate. The utility aggressively continues its public information and education programs. Consumers are asked for a 15 percent or greater voluntary or mandatory water use reduction. Additional landscape irrigation restrictions may be implemented. Businesses may be asked not to serve water in restaurants unless requested.
3. **Water Crisis** -- A 30% or greater reduction in water usage is to meet the immediate needs of customers. Water supply shortage is severe. Additional requirements may include dramatic landscape irrigation restrictions; restrictions on the use of potable water to fill or refill new swimming pools, artificial lakes, ponds, or streams until the water crisis is declared over; prohibition of water use for ornamental ponds and fountains; restrictions on the washing of automobiles and equipment (such as requiring that it shall be done on the lawn or at a commercial establishment that uses recycled or reclaimed water); restriction of flushing of sewers or fire hydrants to cases of emergency and essential operations, and; Introduction of a permanent water meter on existing non-metered services and/or flow restrictors on existing metered services at customer's expense upon receipt of the second water violation.
4. **Water Emergency** -- A 50% or greater reduction in water usage is to meet the immediate needs of customers. Water shortage is critical. Additional requirements may include: disallowing all landscape irrigation; disallowing potable water for construction purposes such as dust control, compaction, or trench jetting. In addition, large industrial users, for example, canneries and other food manufacturers, may be required to reduce or cease all water use.

Emergency Phone Lists

911 Area	Direct Phone Number
Yuba City Police / Fire	530-822-4661 or 530-822-4686
Sutter County Sheriff / Fire	530-822-7307 or 530-822-4575
California Highway Patrol	530-674-5141

The individual(s) who discover the threat or emergency situation will immediately notify City's 24-hour Call Center. The **Dispatcher at the Call Center** will then notify the Water Utility Emergency Response Manager or WUERM. The remainder of the City staff will be notified according to the table below.

Name and Title	Responsibilities during an Emergency	Contact Numbers
Water Treatment Supervisor	Plant Supervisor	530-822-4636 x3400
Water Distribution Supervisor	Distribution Supervisor	530-822-4777
Chief Plant Operator	Plant Operator	530-822-4636 x3401
Data (IT) Manager	I.T. Manager	530-822-4785
WTP Deputy Director	Manager	530-822-3264 x3300
Director of Public Works	Director	530-822-4783
Maintenance Supervisor	Plant Supervisor	530-822-4636 x3405
Laboratory Supervisor	Chemist	530-822-3264 x3500
Emergency Dispatch	Dispatcher	530-822-4661
Facility Supervisor	Supervisor	530-822-0212

Local Agencies	Name	Contact Numbers
Local Police	Police Chief	530-822-4661
Fire Department	Fire Chief	530-822-4686
HAZMAT Team	Fire Chief	530-634-7661
Hospital / Critical Care Facility	Adventist Health and Rideout	530-749-4300
Power Company	PG&E	1-800-743-5000
Elected Official	Mayor / City Council / City Clerk Administrator	530-822-4817

County Agencies	Name	Contact Numbers
Sutter County Public Health Officer	Officer	530-822-7215
Sutter County Public Health Branch Director	Director	530-822-7215
Sutter County Emergency Operations Manager	Manager	530-822-4575
County HAZMAT Team	Emergency Services	530-822-4575

Access and Functional Needs

Local Situation

Persons with disabilities are a protected class under the Americans with Disabilities Act of 1990 and other federal law. Other factors in addition to disability may affect an individual's ability to access services or to care for their own needs and affect their safety in an emergency or disaster.

According to the Sutter County Public Health Division's Emergency Operations Plan, the U.S. population is growing in ethnic, linguistic and cultural diversity. Persons over age 65 will comprise more than 18% of the population by 2025. An increasing proportion of persons with disabilities and other people with access and functional needs are in the community living independently in their homes or with home services provided. There are more than 56 million people with disabilities in the U.S., 20% of the population, including, but not limited to:

- 12% of all children birth – 18 years old
- 10% of all adults 19-64 years old
- 38% of seniors over 65 years old

Disability definition from ADA Section 12102:

(1) Disability means, with respect to an individual,

- (A) A physical or mental impairment that substantially limits one or more major life activities of such individual;
- (B) A record of such an impairment; or
- (C) Being regarded as having such an impairment.

(2) Major life activities: In general, for the purposes of paragraph (1), major life activities include, but are not limited to, caring for oneself, performing manual tasks, seeing, hearing eating, sleeping, walking, standing, lifting, bending, speaking breathing, learning, reading, concentrating, thinking, communicating, and working.

Types of disability:

- Developmental/intellectual disabilities: refers to a diagnosed disability that begins before an individual reach's adulthood. These disabilities include cerebral palsy, epilepsy, mobility, and autism.
- Acquired disabilities: Can occur due to auto crashes, falls, sports, violence, and wartime injuries. These injuries can damage the brain, spinal cord, hearing, seeing, mobility, memory, and learning.
- Medical conditions: Can include diabetes, arthritis, asthma, and epilepsy.

Emergency Response Actions

Disasters, regardless of type, disproportionately affect individuals with access and functional needs and the impact results in higher incidents of fatalities, suffering, and personal hardship among historically vulnerable populations before, during, and following emergencies compared to individuals who do not have access or functional needs.

Registries: The City should attempt to identify and retain a voluntary registry of individuals who possess access or functional needs. This voluntary registry is list of individuals who need additional support during emergencies which the City can use to help when crisis strikes. The City may use the following sources for establishing a registry.

- Volunteer Outreach for Independent Citizens and Elderly (VOICE) program
- Sutter County Public Health
- Medical Health Operational Area Coordinator (MHOAC)
- Adult Protective Services

Communication Objectives:

- Sign language interpreters for individuals who are deaf or hard of hearing
 - Attempt to use interpreters during press conferences
- Translation services for persons with limited English
 - Attempt to provide all press conferences with interpreters for multiple languages
- Alternative formats for individuals with blind/low vision
 - Flashing news updates should include voiced reports
- Plain Text

Evacuation and Transportation:

- Identify individuals with access and functional needs who will need to be evacuated
- Identify transportation providers that will be available, responsible, and have the capacity to move individuals with access and functional needs from schools, neighborhoods, medical facilities, nursing facilities, and Community Relocation Centers.

Sheltering Facilities:

- Shelters should comply with the requirements established under the Americans with Disabilities Act Architecture Guidelines (ADAAG)
- When providing evacuation locations, ensure that those locations that are physically accessible are highlighted and clearly stated in press conferences, news broadcasts, and press releases.
- Communication access (i.e., sign language interpreters, Language Translation services, Braille/Large Print materials, etc.) should be available at the shelter location.
- Equipment/Resources for shelters, which should be considered by the Care & Shelter Unit Leader
 - A variety of accessible cots should be available including raised cots, bariatric cost and cots with side rails.
 - Toilet chairs and raised toilet seats
 - Shower chairs
 - Wheelchairs
 - Walkers
 - Crutches
 - TTY Equipment
 - Hearing (batteries)

DRAFT

ATTACHMENT 1

City of Yuba City

Emergency Operations Plan



City of Yuba City, California EMERGENCY OPERATIONS PLAN September 2022



Prepared for:
City of Yuba City
1201 Civic Center Boulevard
Yuba City, CA 95993

Prepared by: YUBA CITY FIRE DEPARTMENT AND YUBA CITY POLICE DEPARTMENT

Introduction

The City of Yuba City is dedicated to fulfilling and upholding the primary role of the emergency management mission by ensuring that the city, its residents and all city services are prepared for any and all disasters within or surrounding our community. By ensuring coordination and readiness of all protection, prevention, mitigation, response and recovery activities, the city will continually look to increase capabilities and response measures to minimize loss of life and reduce impacts from disasters and corresponding unforeseen circumstances.

Every day in Yuba City emergencies are handled in a professional and timely manner. These “routine” emergencies are responded to and managed by emergency first responders as part of their day-to-day responsibilities and are the most common emergency management activities that the Yuba City residents experience and encounter. For the most part this type of emergency is handled by individual responders or a team of responders who work together regularly to save lives, contain threats, minimize damage and serve and protect the community in which we live.

While the principles described in this Emergency Operations Plan (EOP) can also be applied to these daily responses, the primary goal of establishing such a plan is to offer guidance for larger or more complex incidents related to a broad spectrum of hazards that exceed the response capability and/or resources of front-line responders. This EOP is not intended to anticipate all situations and conditions that may arise during emergencies; however, this document will help facilitate a successful response to these situation and conditions and on-scene Incident Commanders must have the discretion to act as they see fit based on the specific circumstances of the incident at hand.

However, it is imperative that all jurisdictions and response agencies have a plan that provides an overall general guidance and a common framework for preparing for, responding to, and recovering from emergencies and disasters that arise in a moment's notice. This plan will help establish a framework within Yuba City that will bring a combination of technical capabilities, resources, judgment and the expertise of emergency response personnel, department directors and other key City personnel. Emergency Preparedness must be evaluated, planned for and discussed and the city is committed to this process.

This EOP provides the foundation and guidance for the use of National Incident Management System (NIMS) and California Standardized Emergency Management System (SEMS) principles necessary to effectively manage incidents within or affecting Yuba City. These principles will work in conjunction with Incident Command System (ICS) formats and all city employees will be trained in roles and responsibilities associated with their positions and expectations. No guarantee of a perfect response system is expressed or implied by this plan, its implementing instructions, responses or procedures. While the city will respond to emergencies to the utmost of its ability, it is possible that some natural or technological disasters may overwhelm resources and require assistance from federal, state and other local government agencies. While recognizing this possibility, this plan is designed to help the city fulfill its response function to its maximum capacity and serve as a first line of preparedness and response within the City of Yuba City.

APPROVAL AND IMPLEMENTATION

FOREWORD

The City of Yuba City Emergency Operations Plan (EOP) was developed to address and outline the planned response of city resources to extraordinary emergency situations associated with natural disasters, large scale emergencies (beyond local and regional support), technological incidents and national security emergencies in or affecting the City of Yuba City and the County of Sutter. This plan will primarily focus on operational concepts and initial and expanded responses to large-scale disasters, emergencies and events which pose major threats to life, property and the environment. These operational concepts and responses are designed to grow as the need for resources and support is made known.

This plan accomplishes the following:

- Establishes the emergency management organization required to mitigate any significant emergency or disaster affecting the City of Yuba City.
- Identifies the roles and responsibilities required to protect the health and safety of Yuba City residents, public and private property and the environmental effects of natural and technological emergencies and disasters.
- Establishes the operational concepts associated with a field response to emergencies, the City of Yuba City Emergency Operations Center (EOC) activities and the recovery process at the conclusion of an activation.

Plan Approval and Implementation

Upon review and approval of the Yuba City Council, this plan will be officially adopted and promulgated. The approval date will be included on the title page. The plan will be distributed to those city departments, executive members, city personnel, supporting allied agencies and community organizations having assigned primary functions or responsibilities located within the EOP.

LETTER OF PROMULGATION

September 2022

To: Yuba City Council Members, Department Heads and all city employees and personnel:

NEED TO GET A LETTER FROM THE CITY MANAGER

Diana Langley, City Manager
City of Yuba City

Date

NEED AN OFFICIAL RESOLUTION FROM CITY
COUNCIL AND LEGAL TEAM

EMERGENCY OPERATION PLAN (EOP) ACTIVATION GUIDE

The Yuba City Emergency Operations Plan (EOP) may be activated by the following:

- **Emergency Services Director** (City Manager),
- **Emergency Services Coordinator(s)** (Fire Chief and/or Police Chief)

After the EOP activation is initiated, all required and necessary positions will immediately be contacted to determine and facilitate the implementation of the full or partial scope of the plan. If a situation dictates whereas the City Emergency Services Director and Emergency Service Coordinator(s) are not available, alerts should be directed to the predetermined next city emergency representative as outlined in the Yuba City Continuity of Operations Plan.

This Emergency Operations Plan, and the procedures and policies contained herein, shall be activated under any of the following circumstances:

- On the order of the Emergency Services Director, (City Manager), Emergency Services Coordinator(s) (Fire Chief and/or Police Chief) or any designee outlined in the Continuity of Operations Plan, provided that the existence or threatened existence of a local emergency has been proclaimed.
- Upon proclamation by the Governor that a STATE OF EMERGENCY exists in an area of the state that includes the City of Yuba City or immediate surrounding area.
- Automatically on the proclamation of a STATE OF WAR EMERGENCY as defined in the California Emergency Services Act (Chapter 7, Division 1, Title 2, California Government Code.)
- Upon declaration by the President of the United States, of the existence of a National Emergency.
- Automatically, on receipt of an attack warning or actual attack on the United States, or upon occurrence of a catastrophic disaster that requires immediate government response.

Emergency Proclamations

Emergency proclamations are normally made when there is an actual incident or event, threat of disaster, or extreme peril to the safety of persons and/or property caused by natural or man-made situations.

Local Proclamation of Emergency

A local emergency may be proclaimed by the City Council or by the City Manager/ Director of Emergency Services. If the City Manager/Director of Emergency Services proclaims the local emergency, the City Council must ratify it within seven (7) days. The City Council must review the need for the proclamation at least every 30 days until the local emergency is terminated. The local emergency should be terminated by resolution as soon as conditions warrant.

A local emergency proclamation provides the governing body with the legal authority to:

- Request the Governor to proclaim a State of Emergency and/or that the Director of FEMA/DHS authorize a Presidential Declaration;
- Promulgate or suspend orders and regulation necessary to provide protection to life and property, including orders or regulations imposing a curfew within designated boundaries;
- Exercise full power to provide mutual aid to any affected area in accordance with local ordinances, resolutions, emergency plans or agreements.
- Request state agencies and other jurisdictions to provide mutual aid;
- Require the emergency services of a local official or employee
- Requisition necessary personnel and materials from any local department or agency.

Factors to Consider in Determining Whether to Proclaim a Local Emergency

- The local proclamation is the first step toward a state and federal declaration, which would then activate eligible state and federal disaster relief programs to provide financial relief to both local government and the public;
- A local, state and/or federal declaration is likely to send a reassuring message to the public that officials intend to pursue every avenue available to assist the disaster victims.
- It is not necessary for the affected city/town, or cities/towns, to declare an emergency, if the county has already done so; however, it is recommended.

Cities/Towns within a county are bound by county rules and regulations adopted by the county during a proclaimed local emergency when the emergency is in both the incorporated and unincorporated territory. (Ref. 62 California Attorney General Opinions, 701, dated 1979).

State Proclamation of Emergency

A State of Emergency may be proclaimed by the Governor when conditions of disaster or extreme peril exist which threaten the safety of person and property within the state. The Governor may also proclaim a State of Emergency when requested to do so by local authorities or when the local authority is inadequate to cope with the emergency.

When the Governor proclaims a State of Emergency:

- Mutual aid shall be rendered in accordance with approved emergency plans when the need arises in any city or county for outside assistance.
- The Governor shall, to the extent he/she deems necessary, have the right to exercise all police power vested in the state by the constitution and laws of the State of California within the designated area.
- Jurisdictions may command the aid of citizens as deemed necessary to cope with an emergency.
- The Governor may suspend the provisions of orders, rules or regulation of any state agency and any regulatory statute or statute prescribing the procedure for conducting state business.
- The Governor may commandeer or make use of any private property or personnel (other than the media) in carrying out the responsibilities of his office.
- The Governor may promulgate, issue and enforce orders and regulation deemed necessary.
- A state proclamation activates the California Natural Disaster Assistance Act (NDAA) which provides financial assistance for items such as repairing or replacing public property or facilities, local agency overtime costs and costs of supplies used in the response.
- A state proclamation is needed to request a Presidential Declaration and access to federal disaster relief programs.

The Emergency Declaration Process

Step 1: Conditions indicate a local disaster is likely to occur or has already occurred.

Step 2: Local Emergency declared by the Director of Emergency Services or designee. Note: this declaration must be ratified by the City Council, as soon as practicable, or the goal of within seven (7) days.

Step 3: Director of Emergency Services or designee requests a State Proclamation and/or Federal Declaration from the Governor.

Step 4: Governor requests a Presidential Declaration.

Presidential Proclamation of Emergency

The Governor of the impacted state may request a Presidential Declaration of Emergency or Disaster when the disaster is of such severity and magnitude that effective response is beyond the ability of the state and affected local jurisdictions.

Declaration of Emergency

In some cases, the President may make a Declaration of Emergency instead of a Disaster. An Emergency Declaration unleashes the support from multiple state and federal agencies. It also authorizes reimbursement of emergency work, such as debris removal and emergency protective measures. It stops short, however, of providing certain types of financial recovery assistance.

Declaration of Major Disaster

A Presidential Declaration of Disaster is made when the President determines that the situation warrants major federal disaster assistance. In addition to the assistance provided in an Emergency Declaration, a Disaster Declaration may make a broad range of assistance available to individual victims, including:

- Temporary housing;
- Disaster unemployment and job placement assistance;
- Individual and family grants;
- Legal services to low-income victims; and,
- Crisis counseling and referrals.

Continuity of Government

In the aftermath of a major disaster, law and order must be preserved and essential government service must be maintained. Therefore, it is essential that city leaders identify an alternate seat of government, alternate work locations, and lines of succession for their governing body, administrative officers and department heads.

Temporary Seat of Government

If needed, the City Council will establish an alternate seat of government at a location where the City Council shall operate and conduct meetings in the event City Hall is not available.

Lines of Succession

Article 15 of the California Emergency Services Act provides the authority, as well as the procedures to be employed, to ensure continued functioning of political subdivisions within the State of California. Generally, Article 15 permits the appointment of up to three standby officers for each member of the governing body, and the chief executive officer. Article 15 also provides for the succession of officers who head departments responsible for maintaining law and order, or in furnishing public services relating to health and safety.

The City Council shall appoint standby officers when an officer is killed, missing, or so seriously injured as to be unable to attend meetings and otherwise perform his/her duties.

Each department within Yuba City has a Continuity of Operations Plan, which identifies the following for each Department:

- Lines of succession
- Essential Functions
- Recovery Planning for each Essential Function
- Specialized Supplies
- Essential Vendors

The components of the Continuity of Operations Plan will be discussed in further detail later in this document and each City Department will be responsible for updating their individual plan and ensuring continuity training and expectations are prioritized and in place.

EMERGENCY OPERATIONS PLAN CHECKLIST

The following Action Checklist can be used to initiate the City of Yuba City Emergency Operations Plan and initiate response and support of an emergency incident that is currently taking place or immediately threatening the area. If you are not qualified to implement this plan, contact your supervisor or dial 9-1-1 and ask for assistance.

1. Receive alert of incident

- Immediate alerts, involving threats to the city from current or suspected emergencies, should be directed to the City Emergency Services Director (City Manager), who will in turn immediately notify the Emergency Services Coordinator(s) (Fire Chief and/or Police Chief).
- If the City Emergency Services Director and Coordinator(s) are not available, alerts should be directed to the designated personnel assigned in the Continuity of Operations Plan.
- Alerts may additionally be received through the Yuba City Police Dispatching Service, the on-scene Incident Commander, responding agencies, neighboring agencies, the public or other sources.

2. Determine the need to implement the City's Emergency Management Organization Plan and Emergency Operations Center

- The City Emergency Services Director and Emergency Services Coordinator(s) should determine, in coordination with the on-scene Incident Commander, what level of support is needed from the city for the incident. This may range from the Emergency Services Director and/or the Emergency Services Coordinator(s) being placed on standby, for technical or professional evaluation, to a full activation of the City Emergency Operations Center and Plan.
- Identify key personnel who will be needed to support city emergency operations, including staffing of the City Emergency Operations Center, if activated.

3. Notify key City personnel and response partners

- The Emergency Services Director and Emergency Services Coordinator(s) will utilize Yuba City Dispatch or the emergency notification phone list to notify key personnel that are being requested to staff the City's Emergency Operations Center based on the incident's needs.
- Notify appropriate and corresponding emergency response agencies within and neighboring Yuba City.
- See the City's Emergency Contact List, located in the Continuity of Operations Plan, maintained by the Emergency Services Director and/or Coordinator(s).

4. Identify key incident needs, in coordination with the on-scene Incident Commander

- Develop an initial Incident Action Plan reflecting overall priority and supporting activities
- Consider coordination of the following:
 - Identify primary and back-up means to stay in contact with the on-scene Incident Commander.
 - The on-scene Incident Commander may assign a radio frequency that the City Emergency Operations Center can use to communicate with the scene.

5. Assess the Need for Code Red Activation

- Pursuant to California Penal Code 409.5(a), state, county and city peace officers are vested with the authority to close and evacuate public and private lands.
- The Chief of Police could designate the Fire Chief, Division Chief or Battalion Chief the authority to issue emergency notifications for Fire Department related and other involved emergencies within the City of Yuba City.
- Evacuation Warning, Evacuation Order (Mandatory) and Shelter in Place would be the options to be considered and a Code Red notification would be initiated, with a recorded message, to give instructions to any of the 36 pre-determined city evacuation zones.
- Community Relocation Centers information and locations:
 - Yuba-Sutter Fairgrounds
 - Yuba City Senior Center
 - Sikh Temples on Bogue or Tierra Buena Road.

6. Activate the City Emergency Operations Center as appropriate

- The city will utilize the Incident Command System (ICS), in conjunction with SEMS/NIMS, in managing the City Emergency Operations Center.
- Primary Emergency Operations Center Location:
Fire Station 4, 150 Ohleyer Road, Yuba City, CA 95993
- Alternate Emergency Operations Center Location:
Yuba City Police Department, 1545 Poole Boulevard, Yuba City, CA 95993
- Alternate Emergency Operations Center Location:
Will be located, per MOU agreement, in Woodland and Chico. Additional details provided in section below.
- Depending on the incident size and type, some city departments with primary responsibility for the incident may be requested to establish a Department Operations Center (DOC) to support the incident.

7. Inform the Standardized Emergency Management System (SEMS) Operational Area, Region, and State of Emergency Operations Center activation and request support as needed

- Sutter County Office of Emergency Services via phone: (530) 822-4575
- California Governor's Office of Emergency Services (Mutual Aid Region III): 916-657-9210
- California State Warning Center (to report chemical spills): 800- 852-7550
- If there is an oil or chemical spill to report, responsible parties should call the National Response Center at 800-424-8802.

8. Declare a State of Emergency for the City, as appropriate

- If the incident has overwhelmed or threatens to overwhelm the city's resources, the city should declare a State of Emergency.
- A declaration may be made by the Mayor, City Council, Emergency Services Director (City Manager) or the Emergency Services Coordinator(s) (Fire Chief and/or Police Chief).
- A declaration made by any of the above authorized parties should be ratified by council as soon as practicable. (SEE ATTACHED PRE-BUILT DECLARATIONS)
- The declaration should be submitted to the Sutter County Office of Emergency Services.

Plan Administration

The Yuba City Emergency Services Director and/or Emergency Services Coordinator(s) will ensure review, revision, and re-promulgation of this plan every three years or when changes occur, such as lessons learned from training, table top exercises or when emergency events are concluded. Changes to the annexes and appendices, and non-substantive changes to the Basic Plan, may be made by department directors without formal City Council approval. Record of Plan Changes and any and all updates and revisions to the plan will be tracked and recorded in the following table. This process will ensure that the most recent version of the plan is disseminated and implemented by emergency response personnel. Once changes are made, all entities must be made aware to ensure the current version is available to reference.

Plan Modifications

Record of Plan Changes and any and all updates and revisions to the plan will be tracked and recorded in the table on the following page. This process will ensure that the most recent version of the plan is disseminated and implemented by emergency response personnel. These pages will remain inside the living document to show the adjustments. Additional pages can be added as deemed necessary and all updates or changes will be sent to the necessary corresponding agencies.

Revision Number	Section	Summary Change	Entered By	Date
1				
2				
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Revision Number	Section	Summary Change	Entered By	Date
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(Note: File each revision transmittal letter behind this record page.)

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RECORD OF DISTRIBUTION

Hard Copies, and any updates, of this plan will be provided to the following jurisdictions, agencies, and departments that are involved or impacted by this Emergency Operations Plan. Any updates or revisions will be provided electronically, when available and necessary. Recipients will be responsible for updating their Emergency Operations Plans when they receive changes and updates.

The Emergency Services Director or Coordinator(s) are responsible for immediately communicating the plan and updates to the City Council, and ultimately responsible for dissemination of all plan updates. Copies of the plan will also be maintained at the City Manager's Office, Fire Department, Police Department, City Emergency Operations Center, Human Resources and the City Clerk's Office. Additionally, the Plan will be on record with the County of Sutter Office of Emergency Services.

The following list of signatures is documented to indicate each city department's concurrence and receipt of the 2022 Yuba City Emergency Operations Plan.

See Following page for list or initial agencies.

Human Resources	_____	DATE
Sutter County	_____	DATE
Sutter County Animal Services	_____	DATE
City Manager's Office	_____	DATE
Economic Development	_____	DATE
Finance	_____	DATE
Fire	_____	DATE
Parks and Recreation	_____	DATE
Development Services	_____	DATE
Police	_____	DATE
Public Works	_____	DATE

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Yuba City Emergency Operations Plan

Introduction

Plan Approval and Implementation

- Foreword
- Plan Approval and Implementation Process

Letter of Promulgation

City Plan Adoption Resolution

Emergency Operation Plan—Activation Guide

Emergency Proclamations

- Local
- State
- Federal (Presidential)

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Emergency Operation Plan—Checklist/Chart

Plan Administration—With Chart

Plan Modification—With Chart

Record of Distribution—With List

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- 1.2 Intent
- 1.3 Plan Organization Components and Framework
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- 1.4 Scope

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 - 3.9.1 Activation
 - 3.9.2 Alert and Warning
 - 3.9.3 Communication
 - 3.9.4 Situational Awareness and Intelligence Gathering
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- **FUNCTIONAL ANNEXES**
- **HAZARD THREAT APPENDICES**
- **CONTINGENCY PLANS/CONTRACTS**
- **Emergency Vendor List**
- **MAPS**
- **EXAMPLES PRE-BUILT RESOLUTIONS/PROCLAMATIONS/DECLARATIONS**
- **EXAMPLES OF PRESS RELEASES**

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1.0 BASIC PLAN

INTRODUCTION

The intent of the City of Yuba City Emergency Operations Plan (EOP), Functional Annexes, Hazard Threat Appendices and Contingency Planning is designed to address the coordinated and planned response to extraordinary emergency situations that arise within Yuba City and the immediate surrounding areas. These emergencies can be associated with natural disasters, infrastructure failure, technological failure, human-caused emergencies and any wartime emergency operation in, or immediately affecting, the City of Yuba City and our geographic boundaries.

It provides an overview of operational concepts, identifies components of the City Emergency Management Organization and describes the overall roles and responsibilities of federal, state, county and city entities in protecting life and property and assuring the overall well-being of the population and residents.

1.1 Purpose

This plan will help the City of Yuba City define, identify and establish the following items:

- An Emergency Management Organization (EMO) that will ensure order and response to mitigating any significant emergency or disaster affecting the City of Yuba City.
- The implementation of updated and evolving policies, responsibilities, and procedures that are necessary to ensure the protection of life, health and safety of Yuba City residents, private property protection and minimizing negative affects to the environment caused from natural, human-caused, and technological emergencies and/or disasters.
- The operational concepts and procedures associated with field response to emergencies, Emergency Operations Center (EOC) activation and activities, and the recovery process post emergency event.
- Communication and training that outlines and updates how the City of Yuba City will prepare and grow in the fields of emergency preparedness and community response.
- The organizational framework and implementation of SEMS/NIMS, in conjunction with basic ICS, within the City of Yuba City.

1.2 Intent

This operational plan is intended to act as a reference document and may be used for training and pre-emergency planning, as well as emergency operations and actions. This living document will serve as the primary guide for emergency response in the city and is intended to accomplish the following:

- Facilitate multi-jurisdictional and interagency coordination, particularly between local government, private sector, operational area (geographic county boundary), state response levels, and appropriate federal agencies in emergency operations.
- To prioritize emergency preparedness within the community and limit the long-term negative impacts of emergencies by ensuring all city entities are ready to respond and protect the community.
- To be utilized in conjunction and with coordination to applicable local, state and federal contingency plans, laws and regulations.
- Identify the components of an Emergency Management Organization (EMO), and establish associated protocols required to effectively respond to, manage and recover from major emergencies and disasters.
- Establish the operational concepts and procedures associated with field response to emergencies, and standardize the procedures and expectations of all Emergency Operations Center (EOC) activities.
- Establish the organizational framework for implementation of the California Standardized Emergency Management System (SEMS), the National Incident Management System (NIMS), and the Incident Command System (ICS), within the City of Yuba City.
- Encourage allied agencies, private enterprise, special districts and volunteer organizations, having roles and responsibilities outlined within this plan, to develop and establish their own Standard Operating Procedures (SOP) and protocols. These collaborative emergency action checklists, based on the framework of this plan, will increase the effectiveness of the plan.
- Designed to guide users through the four phases of emergency management: preparedness, response, recovery and mitigation.

1.3 Plan Organization and Framework

The Yuba City Emergency Operations Plan will be organized and divided into four major components. These components will contain general and specific information relating to city emergency management operations. All the of components are designed for user functionality and will lay the ground work for emergency operations and support. The four components will be spelled out in detail in the following Plan.

The components are as follows:

- Basic Plan
- Functional Annexes
- Hazard Threat-Specific Appendices
- Contingency Planning

Basic Plan

The purpose of the Basic Plan is to provide a framework for emergency operations and information regarding the City of Yuba City Emergency Management Organization and structure. It serves as the primary document outlining individual roles and responsibilities during an incident; describes the concept of emergency operations; and identifies how the City integrates into in the Standardized Emergency Management System (SEMS) and the National Incident Management System (NIMS).

Specifically, the Basic Plan identifies:

- Legal authorities, including the emergency declaration process, activation of mutual aid agreements, and requests for resources and emergency spending powers.
- Hazard analysis summary, including planning assumptions based on the city's response capabilities to various emergency's that are identified.
- Roles and responsibilities for elected officials, city departments, and key response partners that serve in functional areas within the plan.
- A concept of operations for the city that describes how the city will conduct its emergency operations and coordinate with other agencies and jurisdictions.
- The city's emergency response structure, including activation and operation of the city EOC and implementation of ICS.
- The city's plans for maintaining and reviewing the EOP, including training, exercises, and public education components, to ensure the information is relevant and up to date.

Functional Annexes

The functional annexes contain detailed descriptions of the methods and procedures that the City of Yuba City government agencies and departments follow for critical operational functions during emergency operations. The Emergency Operations Center and roles and responsibilities will be discussed in detail in these annexes.

Hazard or Threat-Specific Incident Appendices

These Hazard or Threat-Specific Annexes or Appendices describe and outline the City of Yuba City emergency response strategies that apply to a specific hazard.

This section provides information that more clearly defines the roles and responsibilities of those assigned to specific emergency management positions in the City of Yuba City EOC. Each Annex includes appropriate attachments that provide more specific operations guidance, procedures, resources and checklists.

While this EOP has been developed as an all-hazards planning document, some hazards may require unique considerations. To that end, these incident appendices will supplement the Basic Plan to identify critical tasks associated with specific natural, technological, and human-caused hazards identified in the city's most current Hazard Identification and Vulnerability Assessment. These incident appendices identify step-by-step actions for each hazard through the pre-incident, response, and recovery phases of an incident.

- Earthquake
- Major Fires
- Flooding
- Dam Failure
- Extreme Weather (Heat or Cold)
- Volcano
- Hazardous Materials Incident
- Public Health Incident/Outbreak
- Terrorism
- Natural Occurring Biological Threats
- Civil Disobedience
- Water and Wastewater Disruption
- Access and Functional Needs

Contingency Planning

The purpose of the Contingency Planning section is to streamline the access and implementation of supporting documents to the overall success of the Emergency Operations Plan. Contingency Plans supplement the EOP, provide direction and guidance, and identify resource needs in response to specific emergencies. This element will set the Yuba City Emergency Operations Plan apart and provide the opportunity for increased success.

The Contingency Plan section will include the following:

- Contracts
- Pre-Built Agreements
- EOC Land use MOU
- Pre-built Proclamations
- Pre-built Emergency Declarations
- Emergency Flow Chart/Contact List

These documents will be located and found at the end of this document.

1.4 Scope

The scope of the Emergency Operations Plan (EOP) applies and is implemented whenever the city must respond to an emergency incident or situation whose size or complexity is beyond what is normally handled by routine operations. Such occurrences, involving extraordinary emergency situations, may include natural, technological, or human-caused disasters which may impact or affect the City of Yuba City, Sutter County, incorporated municipalities, unincorporated areas surrounding the City of Yuba City, or a combination thereof.

This plan is intended to guide the city's emergency operations while complementing and supporting the emergency response plans and procedures of responding agencies, other local governments, special districts, and other public, nonprofit/volunteer and private-sector entities. The provisions, policies and procedures of this plan are applicable to all agencies and individuals, public and private, having responsibilities for emergency preparedness, response, recovery, and/or mitigation in or surrounding the City of Yuba City. Having pre-defined Standard Operating Procedures (SOPs) will be necessary to ensure response capabilities are met and are in coordination with other entities.

Emergency preparedness and management is a complex network of relationships and having these pre-established roles and responsibilities will build the foundation for success in the early stages of any emergency occurring or immediately threatening Yuba City. The Yuba City Emergency Operations Plan (YC-

EOP) will base its goal on the effective planning and coordination, prior to an emergency, thereby ensuring a more effective response and recovery process.

This plan is designed to be read, understood, trained upon and exercised prior to any emergency occurrence. It establishes the framework for implementation of ICS within the California Standardized Emergency Management System (SEMS) and the National Incident Management System (NIMS). Emergency operations in Yuba City will be coordinated through the structure of the Emergency Operations Center (EOC) and within coordination and conjunction with the Sutter County *Emergency Operations Plan*, *State Emergency Plan* and the *National Response Framework*.

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2.0 City of Yuba City Hazard Analysis Summary

2.1 History (Community Profile)

Before its founding, the land on which Yuba City is now located was a part of Rancho Nuevo Helvetia (the New Switzerland Ranch); and was a land grant owned by Swiss emigrant and Mexican citizen John Sutter. Samuel Brannan, Pierson Reading, and Henry Cheever purchased the land from John Sutter in 1849 to establish a town primarily as a distribution center for Gold Rush supplies. Brannan, the senior partner, had the town laid out and lots sold to parcel the city. He is honored today as one of the town's founders and has a park named for him.

Yuba City was established as the county seat in 1856. The early town was centered at Second Street and Garden Highway near the waterfront and the town's commercial district ran along Bridge Street, south of the present-day downtown commercial corridor on Plumas Street. Apart from mining-oriented services, the city's industry also focused on agricultural production with wheat, grains, and cattle being the dominant goods.

Incorporated on January 23, 1908, the city soon found ethnic diversity taking root. Mexican immigration to the Yuba-Sutter region began in the early Twentieth Century, followed by the arrival of traditionally agrarian Sikh Indian immigrants who have come in a small but steady flow since 1924. More than a quarter of City residents and 30 percent of people in the county now claim either Mexican or Indian heritage.

After World War II, Yuba City's population began to grow more quickly and was in large part due to returning veterans, improved access from highway construction, and the constraints placed on development in its sister city across the river, Marysville. Growth has continued to be strong, with the population nearly doubling every twenty years since 1940. Pressure toward further expansion is most acute in agricultural areas to the west and south of the city, especially along highway corridors.

2.2 Geography and Climate

Yuba City lies in the northern portion of California's central valley, situated in eastern Sutter County on the western bank of the Feather River. Primarily undeveloped agricultural land exists to the north, west, and south of the city and the Sutter Buttes are located to the northwest of the city. The primary transportation corridors are Highway Routes 99 and 20. Highway Route 99 leads due south to Sacramento and north to Oroville and Chico; Route 20 links Yuba City to Colusa County and I-5 to the west and Grass Valley and the Sierra Nevada range to the east. State Highway Routes 70 and 65 lead south from Marysville, connecting the region to Sacramento and to Sacramento's northern suburbs – Lincoln, Rocklin and Roseville. Elevation in the city is roughly 60 ft above sea level, with only small variations in topography in the city. Sutter County and Yuba City share the mild climate of their San Joaquin and Sacramento Valley neighbors.

2.3 Population

The California Department of Finance estimated the January 1, 2020 total population for the City of Yuba City to be 70,458.

2.4 Economy and Tax Base

US Census estimates show economic characteristics for the City of Yuba City. Mean household income in the City was \$83,481. Median household income in the City was \$61,773. The below graphs depict the breakdown:

INDUSTRY	Estimated Employment	Percent
Agriculture, forestry, fishing and hunting, and mining	2,545	8.5%
Construction	2,556	8.5%
Manufacturing	1,715	5.7%
Wholesale trade	749	2.5%
Retail trade	3,611	12.0%
Transportation and warehousing, and utilities	2,009	6.7%
Information	118	0.4%
Finance and insurance, and real estate and rental and leasing	2,129	7.1%
Professional, scientific, and management, and administrative and waste management services	2,712	9.0%
Educational services, and health care and social assistance	6,745	22.4%
Arts, entertainment, and recreation, and accommodation and food services	2,713	9.0%
Other services, except public administration	1,522	5.1%
Public administration	981	3.3%

Source: US Census Bureau American Community Survey 2019 Estimates

City of Yuba City – Household Income in the Past 12 months

Income Bracket	Percent
<\$10,000	3.0%
\$10,000 – \$14,999	4.2%
\$15,000 - \$24,999	9.5%
\$25,000 – \$34,999	12.0%
\$35,000 – \$49,999	13.1%
\$50,000 – \$74,999	17.8%
\$75,000 – \$99,999	10.3%
\$100,000 – \$149,999	14.3%
\$150,000 – \$199,999	10.2%
\$200,000 or more	5.5%

Yuba City – Tax Base

Category	Parcels	Net Taxable Value
Residential	17,577	\$3,965,832,478 (70.5%)
Commercial	876	\$1,034,566,380 (18.4%)
Industrial	289	\$226,354,033 (4.0%)
Agricultural	2	\$65,908 (0.0%)
Govt. Owned	2	\$0 (0.0%)
Institutional	79	\$8,031,511 (1.1%)
Irrigated	63	\$22,079,748 (0.4%)
Vacant	494	\$64,321,208 (1.1%)
Exempt	288	\$0.0 (0.0%)
SBE Nonunitary	[22]	\$5,428,205 (0.1%)
Cross Reference	5]	\$98,768 (0.0%)
Unsecured	[1890]	\$301.052,344 (5.3%)

Source: US Census Bureau American Community Survey 2019 Estimate

2.5 Community Events

- Sikh Parade
- Yuba-Sutter Fair
- July 4th Parade
- July 4th Fireworks Show
- Hero's Event at Crossroads Church
- Saint Andrews Memorial Day Event
- Summer Stroll
- Winter Stroll
- Relay for Life Event
- **Yuba City offers a vast array of other community events not listed.*

2.6 Threat and Hazard Identification

The city may be subject to a variety of natural, technological and human-caused hazards and threats, as described by the categories and table below. These hazards/threats are most likely to impact the city based on the community vulnerability assessment and the resulting potential impacts.

- **Natural Hazards:** Results from acts of nature.
- **Technological Hazards:** Results from accidents or failures of systems and structures.
- **Human-Caused/Adversarial Threats:** Results from human accident or intentional actions of an adversary.

Natural	Technological	Human-Caused / Adversarial Threats
• Earthquake • Fire (Wildland) • Flood • Windstorm • Winter Storm • Heat Wave • Disease Outbreak: (Human) • Disease Outbreak: (Animal) • Drought (Water Shortage)	• Dam Failure • Levee Failure • Hazardous Materials Incident • Urban Conflagration • Electricity Failure or Outage • Transportation Accident or Failure • Water/Sewer System failure	• Cyber-Incident • Enemy Attack • Active Shooter • Riots • Sabotage • Violent Extremism • Bomb Detonation • Terrorism Acts (Eco-terrorism) (Bio-terrorism)

2.6.1 Yuba City Specific Hazard Identification

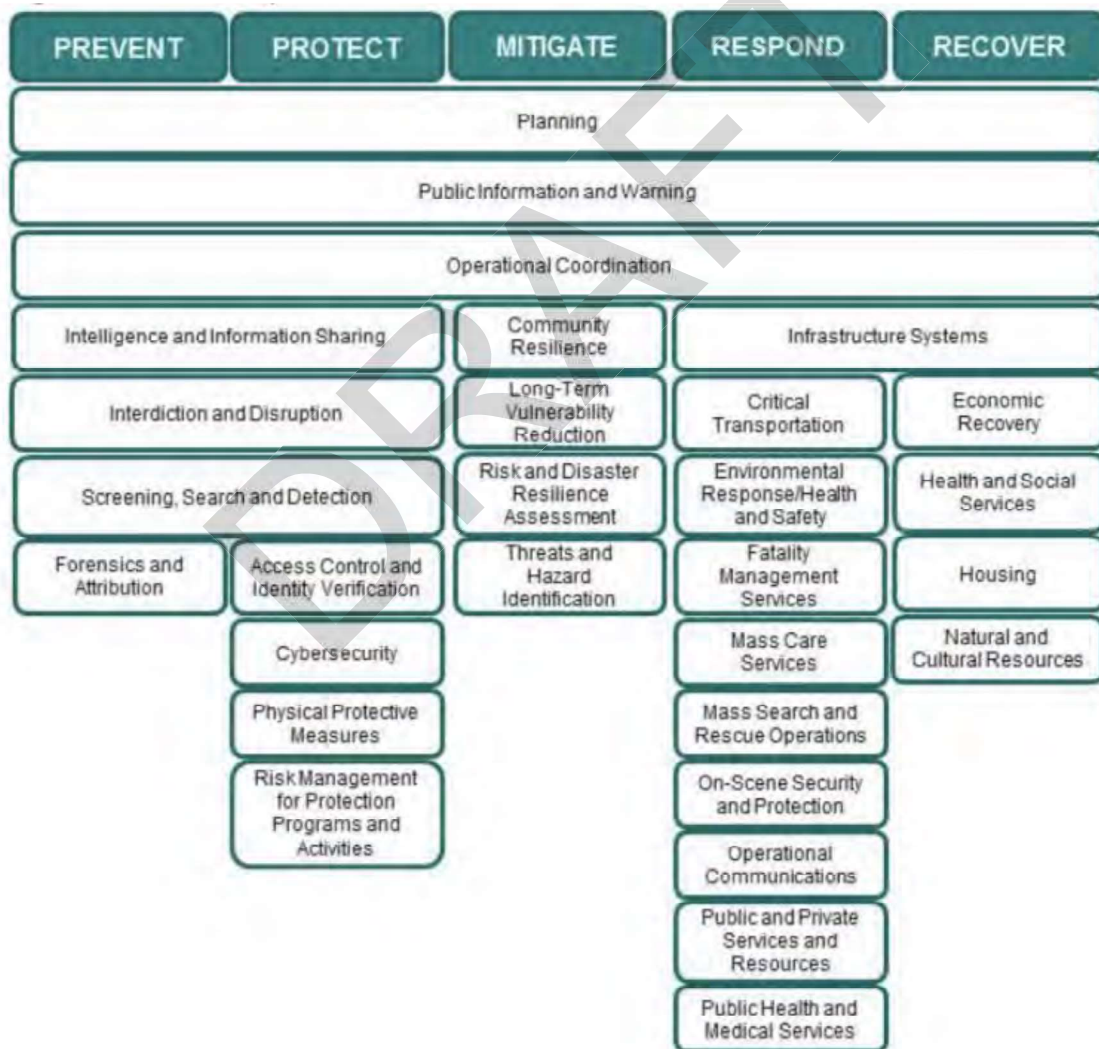
Yuba City's hazards are identified in the chart below. These hazards pose risks and affects to the city and are summarized by their location below.

SEE THE SUTTER COUNTY HAZARD MITIGATION PLAN 2021 for more information

Hazard	Geographic Extent	Likelihood of Future Occurrences	Magnitude/Severity	Significance	Climate Change Influence
Aquatic Invasive Species	Limited	Highly Likely	Limited	Medium	Medium
Climate Change	Extensive	Highly Likely	Limited	Medium	–
Dam Failure	Extensive	Unlikely	Catastrophic	High	Medium
Drought & Water shortage	Extensive	Likely	Critical	Medium	High
Earthquake	Extensive	Unlikely	Critical	Medium	Low
Floods: 1%/0.2% annual chance	Extensive	Occasional	Critical	High	Medium
Floods: Localized Stormwater	Significant	Highly Likely	Limited	Medium	Medium
Levee Failure	Significant	Occasional	Catastrophic	High	Medium
Pandemic	Extensive	Occasional	Critical	High	Medium
Severe Weather: Extreme Cold and Freeze	Extensive	Likely	Limited	Medium	Medium
Severe Weather: Extreme Heat	Extensive	Highly Likely	Limited	Medium	High
Severe Weather: Heavy Rains and Storms	Extensive	Highly Likely	Limited	Medium	Medium
Wildfire	Significant	Occasional	Critical	Medium	High
Geographic Extent Limited: Less than 10% of planning area Significant: 10-50% of planning area Extensive: 50-100% of planning area Likelihood of Future Occurrences Highly Likely: Near 100% chance of occurrence in next year, or happens every year. Likely: Between 10 and 100% chance of occurrence in next year, or has a recurrence interval of 10 years or less. Occasional: Between 1 and 10% chance of occurrence in the next year, or has a recurrence interval of 11 to 100 years. Unlikely: Less than 1% chance of occurrence in next 100 years, or has a recurrence interval of greater than every 100 years. Magnitude/Severity Catastrophic—More than 50 percent of property severely damaged; shutdown of facilities for more than 30 days; and/or multiple deaths Critical—25-50 percent of property severely damaged; shutdown of facilities for at least two weeks; and/or injuries and/or illnesses result in permanent disability Limited—10-25 percent of property severely damaged; shutdown of facilities for more than a week; and/or injuries/illnesses treatable do not result in permanent disability Negligible—Less than 10 percent of property severely damaged, shutdown of facilities and services for less than 24 hours; and/or injuries/illnesses treatable with first aid Significance Low: minimal potential impact Medium: moderate potential impact High: widespread potential impact Climate Change Influence Low: minimal potential impact Medium: moderate potential impact High: widespread potential impact					

2.7 Capability Assessment

The availability of the city's physical and staff resources may limit its capability to conduct short- and long-term response actions on an independent basis. City response capabilities are also limited during periods when essential staff are on vacation, sick, or under furlough due to budgetary constraints. The city has not defined its core capabilities in accordance with the National Preparedness Goal or undertaken a formal capabilities assessment to date. Should an assessment be conducted in the future, it will assist emergency responders to evaluate, coordinate, and enhance the cohesiveness of their emergency response plans. A community capability assessment is a low impact, systematic approach to evaluate the city's emergency plan and capability to respond to hazards.



2.8 Protection of Critical Infrastructure and Key Resources

Critical Infrastructure and Key Resources (CIKR) support the delivery of critical and essential services that help ensure the security, health and economic vitality of the City of Yuba City and its residents. CIKR includes the assets, systems, networks, and functions that provide vital services to cities, states, regions, and in some cases the nation. Therefore, any disruption could significantly impact vital services, produce cascading effects, and result in large-scale human suffering, property destruction, economic loss, and damage to public confidence and morale.

Key facilities that should be considered in infrastructure protection planning include:

- Structures or facilities that produce, use, or store highly volatile, flammable, explosive, toxic, and/or water-reactive materials.
- Government facilities, such as departments, agencies, and administrative offices.
- Hospitals, nursing homes and housing likely to contain occupants (with functional needs) who may not be sufficiently mobile to avoid death or injury during a hazard event.
- Police stations, fire stations, vehicle and equipment storage facilities, and EOCs that are needed for disaster response before, during, and after hazard events.
- Public and private utilities and infrastructure that are vital to maintaining or restoring normal services to areas damaged by hazard events.
- Communications and cyber systems, assets and networks such as secure City servers and fiber optic communications lines.
- An updated list of Yuba City critical infrastructure will be provided in the contingency planning section of this EOP.

3.0 Concept of Operations

3.1 General Information/Assumptions

In the planning and development phase of this E.O.P, it is necessary for certain assumptions to be considered and articulated that help translate the basic principles associated with conducting emergency management operations in preparation for, response to and recovery from major emergencies. These “Assumptions” provide context, requirements and situational realities that must be addressed in plan development, training and emergency operations.

This E.O.P is based on the following assumptions and limitations:

- An emergency or disaster may occur at any time, day or night, in heavily populated or remote areas of Yuba City and the surrounding counties.
- Essential city services will be maintained as long as conditions permit.
- An emergency will require prompt and effective response and recovery operations by city emergency services, disaster relief, volunteer organizations, and the private sector.
- Major emergencies and disasters can overwhelm initial response capabilities and therefore require a multi-agency, multi-jurisdictional response. For this reason, it is essential that the concepts of the Standardized Emergency Management System (SEMS), National Incident Management System (NIMS) and Incident Command System (ICS) be used to establish a Unified Command with emergency operation center/planning that expand as the situation dictates. City personnel and departments should be trained in the concepts of SEMS/NIMS and ICS.
- The City of Yuba City is primarily responsible for emergency actions within the city and will commit all available resources to save lives, minimize injury to persons, minimize property damage and to recover from emergency events.
- Each responding city and county agency will utilize existing directives and procedures in responding to major emergencies and disasters.
- County support of city emergency operations will be based on the principle of self-help. The city will be responsible for utilizing all available local resources, along with initiating mutual aid and cooperative assistance agreements before requesting assistance from the county.

- Considering shortages of time, space, equipment, supplies, and personnel during a catastrophic disaster, self-sufficiency will be necessary for the first hours or days following the event.
- Local emergency planning efforts focus on accommodating residents while preparing for changes in population trends throughout the year. However, significant increases to the local population may introduce challenges in meeting the needs of non-residents and other travelers during an emergency or disaster.
- Large-scale emergencies and disasters may overburden local resources and necessitate mutual aid from neighboring jurisdictions.
- Large-scale emergencies and disasters, and the complex organizational structure required to respond to them, pose significant challenges in terms of warning, notification, logistics and agency coordination.
- Major emergencies and disasters generate widespread media and public interest. The media must be considered a partner in large-scale emergencies and disasters and the role of the Public Information Officer (PIO) is vital to spread a consistent message. This relationship, social media messaging and early activation can provide considerable assistance in emergency public information and warning.
- Large-scale emergencies and disasters may pose serious long-term threats to public health, property, the environment, and the local economy. While responding to significant disasters and emergencies, all strategic decisions must consider each of these consequences and how they directly impact the overall well-being of the City of Yuba City and its residents.
- Disasters and emergencies may require an extended commitment of personnel and other resources from involved agencies, departments and jurisdictions.
- Environmental, technological, and civil emergencies may be of a magnitude and severity that require state and federal assistance and all or parts of the city may be adversely impacted by these emergencies.
- The United States Department of Homeland Security provides threat conditions across the United States and identifies possible targets.
- A terrorist-related incident or attack may occur without warning. If such an attack occurs, the city could be subject to radioactive fallout or other hazards related to weapons of mass destruction. In accordance with national nuclear civil protection policy, two options have been developed to counteract such a threat: population protection and shelter-in-place programs.

- Outside assistance will be available in most major emergency/disaster situations that affect the city. Although this plan defines procedures for coordinating such assistance, it is essential for the city to be prepared to carry out disaster response and short-term actions on an independent basis.
- Control over city resources will remain at the city level even though the Governor has the legal authority to assume control in a State Declaration of Emergency.
- City communication and work centers may be destroyed or rendered inoperable during a disaster. Normal operations can be disrupted during a general emergency; however, the city can still operate effectively if public officials, first responders, employees, volunteers, and residents are:
 - Familiar with established policies and procedures
 - Assigned pre-designated tasks
 - Provided with assembly instructions
 - Formally trained in the duties, roles, and responsibilities required of them during emergency operations.
 - Follow a Continuity of Operations Plan that is department specific and assigns duties and responsibilities and how to move forward in the absence of key personnel or authority.

3.2 Emergency Management Mission Areas

This plan adheres to the emergency management principle of all-hazards planning and is based on the fact that most responsibilities and functions performed during an emergency are not hazard-specific and thus need to be planned for on a more wide-ranging scope. The focus of the YC-EOP will be to plan, assess and train for the area of operational, response and short-term recovery actions that are implemented before an emergency occur. Additionally, this planning and assessment will need to be discussed and evaluated after an emergency or city disaster training event.

This plan impacts and is informed by activities conducted before and after emergency operations take place and is designed to assist the city in the following five mission areas:

- **Prevention**

To avoid, intervene, or stop an incident from occurring in order to protect lives and property.

- **Mitigation**

To comprehensively reduce hazard related losses with the goal of ensuring the safety and security of citizens, infrastructure protection and economic stability.

- **Protection and Preparedness**

To reduce the vulnerability of Critical Infrastructure and Key Resources by deterring, mitigating, or neutralizing terrorist attacks, major disasters and other emergencies.

- **Response**

To address the short-term and direct effects of an incident, including immediate actions to save lives, protect property, and meet basic human needs.

- **Recovery**

To restore vital services; personal, social and economic wellbeing of citizens, and communities to pre-event or updated conditions.



3.3 Operational and Response Goals, Priorities and Strategies

Within the operational and response phase of an emergency, it is imperative that emergency managers set goals, prioritize actions and outline operational strategies that are within the scope and training of the city. This plan provides a broad overview of those goals, priorities and strategies and describes what should occur during each step and at whose direction.

3.3.1 Operational and Response Goals

During the operational and response phase of an emergency, the agencies and groups that are charged with responsibilities in this plan should focus and strategize actions on the following five goals:

- Mitigation of Hazards.
- Meeting Basic Human Needs.
- Addressing and Providing for the needs of people with Access and Functional Needs.
- Restoring Essential Services.
- Supporting Community and Economic Recovery.

3.3.2 Operational and Response Priorities

The following items outline the operational and response priorities for the City of Yuba City and will therefore govern resource allocation and the response strategies for all involved agencies, groups and political subdivisions during an emergency. Below are the pre-determined operational priorities addressed in this plan and these priorities will guide every decision, plan and allocation of resources throughout the incident:

- **Lifesaving Efforts** – The preservation of life is the top priority of emergency managers and first responders and takes precedence over all other considerations.
- **Protection of Health and Safety** – Measures should be taken to mitigate the emergency's impact on public health and safety.
- **Protection of Property** – All feasible efforts should be made to protect public and private property and resources, including critical infrastructure, from damage during and after an emergency.
- **Preservation of the Environment** – All possible efforts must be made to preserve California's environment and protect it from damage during and after an emergency. These efforts should consider short-term and long-term impacts on the environment.

3.3.3 Operational and Response Strategies

To meet the operational goals listed previously, emergency responders should consider the following strategies in relation to the goals and priorities that are identified:

- **Mitigate Hazards** – As soon as possible and practical, suppress, reduce or eliminate hazards and/or risks to persons and property during the disaster response. Lessen the actual or potential effects or consequences of future emergencies.
- **Meet Basic Human Needs** – All possible efforts must be made to supply resources to meet basic human needs, including food, water, shelter, medical treatment and security during the emergency.

Afterwards, provisions will be made for temporary housing, food stamps and support for re-establishing employment after the emergency event passes.

- **Address Needs of People with Access and Functional Needs** – People with access and functional needs are more vulnerable to harm during and after an emergency. The needs of people with access and functional needs must be considered and addressed. Early planning and communication will ease the strain and provide quality service.
- **Restore Essential Services** – Power, water, sanitation, transportation and other essential services must be restored as rapidly as possible to assist communities in returning to normal daily activities.
- **Support Community and Economic Recovery** – All members of the community must collaborate to ensure that recovery operations are conducted efficiently, effectively and equitably, promoting expeditious recovery of the affected areas.

3.4 Recovery

3.4.1 Goals

Recovery activities will begin as soon as conditions permit following an incident. It is the responsibility of all levels of government to assist the public and private sectors with recovery from disaster. A widespread disaster will impact the ability of businesses to function, disrupt employment, interrupt government services, and impact tax revenues within the city. This E.O.P is not a recovery plan; however, the city recognizes that response and recovery activities often take place concurrently until the life safety and emergency protective actions are completed.

3.4.2 Strategies and Priorities

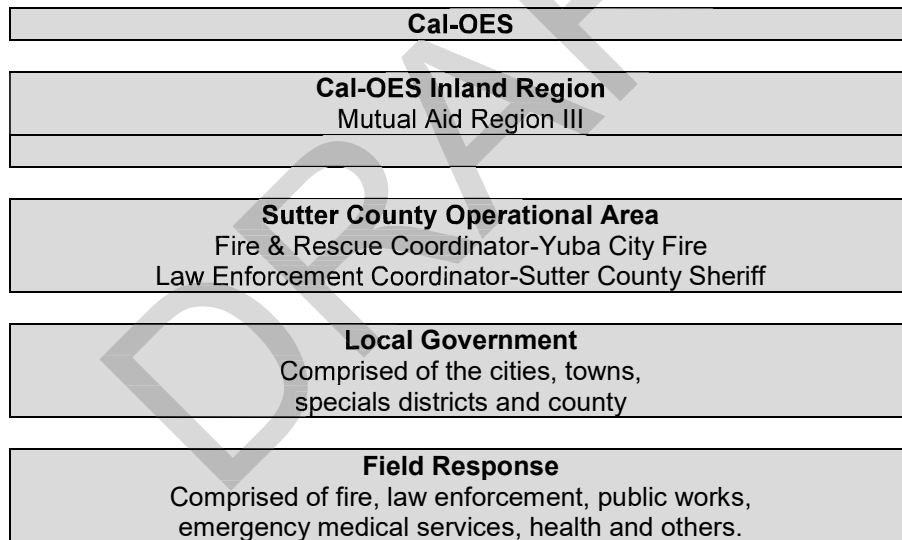
Recovery operations are the actions taken to restore vital services, help citizens resume self-sufficiency, and help communities return to pre-event or “new normal” conditions. Short-term recovery involves the restoration of critical services such as communications, water supply, sewage service, emergency medical capabilities, and electricity, as well as garbage and debris removal. These functions must occur early in the emergency response to support the life, health, and safety of the population and to support other emergency operations.

The City of Yuba City's recovery priorities for Critical Infrastructure and Key Resources are as follows:

1. **Initial Damage Assessment:** Determine structure impacts to the city.
2. **Debris Removal:** Coordinate debris clearance, collection and removal.
3. **Infrastructure Restoration:** Facilitate restoration of Critical Infrastructure and Key Resources.

3.5 Standardized Emergency Management System (SEMS)

The Standardized Emergency Management System (SEMS) is the cornerstone of California's emergency response system and the fundamental structure for the response phase of emergency management. SEMS is required by the California Emergency Services Act (ESA) and is the system required by California Government Code Section 8607(a) for managing multiagency and multijurisdictional responses to emergencies in California, as outlined in CCR Section 2400-2450. The system unifies all elements of California's emergency management community into a single integrated system and standardizes key elements. SEMS consists of five organizational levels and incorporates the use of the Incident Command System (ICS), California Disaster and Civil Defense Master Mutual Aid Agreement (MMAA), existing mutual aid systems, the Operational Area (OA) concept, and multiagency or inter-agency coordination. State agencies are required to use SEMS and local government entities must use SEMS in order to be eligible for any reimbursement of response-related costs under the state's disaster assistance programs.



3.5.1 SEMS Organization Levels

SEMS operates among five organizational levels (see **Figure Below**): Field Response, Local Government, Operational Area, Region, and State. Each of these levels uses the functions, principles, and components of ICS, and the SEMS organizational model allows for a predetermined flow of resource requests and assistance through the various levels. SEMS is a flexible framework that allows for a scaled response to emergencies. Whether EOCs are activated at various SEMS levels will be determined by the requirements of the emergency.

Field Response Level – The Field Level is where emergency response personnel and resources, under the command of the appropriate authority, carry out tactical decisions and activities in direct response to an incident or threat. SEMS regulations require the use of ICS at the field response level of an incident. The field response level is described in the SEMS Guidelines. At the SEMS field response level, unified command may be established for some multi-jurisdictional or multi-agency incidents. Unified command may be used when more than one agency has some significant jurisdiction over that incident. Under unified command, each agency with significant jurisdictional responsibility will assign an Incident Commander and appropriate resources to the incident.

Local Government Level – The Local Government level includes cities, counties and special districts. Local governments manage and coordinate the overall emergency response and recovery activities within their own jurisdiction. To be eligible for state funding of response-related personnel costs, local governments are required to use SEMS when their EOCs are activated or a local emergency is declared or proclaimed. In SEMS, the local government emergency management organization, and its relationship and connections to the Field Response level, may vary depending on factors related to geographical size, population, function, or complexity. The local government level is described further in the SEMS Guidelines.

Operational Area (OA) Level – Under SEMS, the operational area means an intermediate level of the State's emergency services organization, which encompasses the county and all political subdivisions located within the county. The operational area manages and/or coordinates information, resources, and priorities among local governments within the operational area and serves as the coordination and communication link between the local government level and the regional level. It is important to note that while an operational area always encompasses the entire county area, it does not necessarily mean that county government itself manages and coordinates the response and recovery activities within the county. In most cases, the county EOC will function as both the Operational Area EOC and the EOC for the county. The governing bodies of the county and the political subdivisions within the county decide the



organization and structure within the operational area. The operational area level is described more fully in the SEMS Guidelines.

Region Level – Because of its size and geography, California is divided into three California Emergency Management Agency (CAL-EMA) Administrative Regions – Inland, Coastal and Southern – which are further divided into six mutual aid regions. The Regional Level operates out of the Regional Emergency Operations Center (REOC). The purpose of a Mutual Aid Region is to provide for the more effective application and coordination of mutual aid and other emergency-related activities. Cal OES provides administrative oversight over the Mutual Aid Regions through three Administrative Regional Offices. In SEMS, the Regional level manages and coordinates information and resources among operational areas within the mutual aid region, and also between the operational areas and the State level. The Regional level also coordinates overall State agency support for emergency response activities within the Region. The Regional level is described further in the SEMS Guidelines.

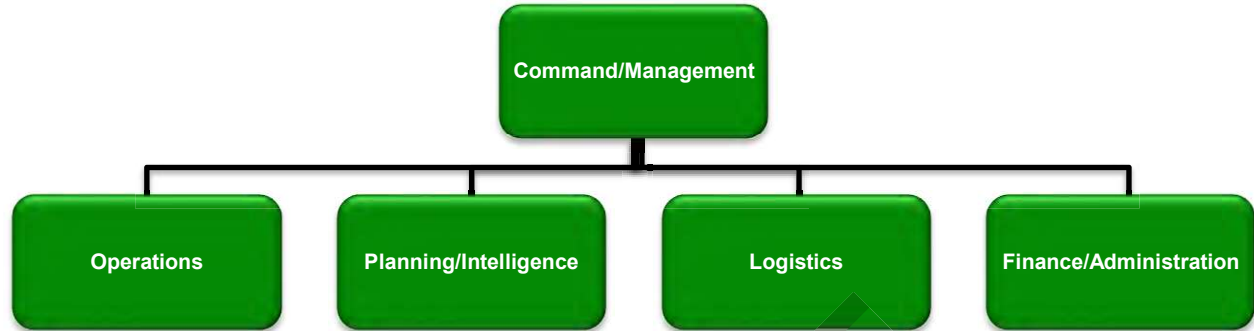
See Figure Below – Inland Region Mutual Aid



State Level – The state level of SEMS prioritizes tasks and coordinates state resources in response to the requests from the regional level and coordinates mutual aid among the mutual aid regions and between the regional level and state level. The state level also serves as the coordination and communication link between the state and the federal emergency response system. The state level requests assistance from other state governments through the Emergency Management Assistance Compact (EMAC) and similar interstate compacts/agreements and coordinates with the Federal Emergency Management Agency (FEMA) when federal assistance is requested. The state level operates out of the State Operations Center (SOC) at Cal OES Headquarters in Sacramento. The State level is described further in the SEMS Guidelines.

3.5.2 SEMS Functions

SEMS requires that every emergency response involving multiple jurisdictions or multiple agencies include the five functions identified in the **Figure Below- SEMS Functions Chart**. These functions must be applied at each level of the SEMS organization.



Command/Management: Command is responsible for the directing, ordering, and/or controlling of resources at the field response level. Management is responsible for overall emergency policy and coordination at the SEMS EOC levels. Command and Management are further discussed below:

- **Command:** A key concept in all emergency planning is to establish effective command and tactical control at the lowest level. In the Incident Command System (ICS), the Incident Commander (IC), with appropriate policy direction and authority from the responding agency, sets the objectives to be accomplished and approves the strategy and tactics to be used to meet those objectives. The IC must respond to higher authority, which depending upon the incident's size and scope, could be the next ranking level in the organization up to the agency or department executive. This relationship provides an operational link with policy executives who customarily reside in the Department Operations Center (DOC) or EOC, when activated.

Single Command

In a single command structure, the Incident Commander is solely responsible for the overall management of an incident. Likewise, in a single management structure in the EOC, the EOC Director is solely responsible for the activities in the EOC.

Unified Command

Because large or complex incidents usually require a response by multiple agencies and jurisdictions, a unified command structure is invaluable in effectively managing and mitigating an emergency. In a unified command, all agencies having a jurisdictional responsibility at a multi-jurisdictional incident contribute to the process.

Unified Command contributes to the process by:

- Determining overall incident objectives
 - Selecting strategies
 - Joint planning for tactical operations
 - Maximizing the use of all assigned resources
 - Developing the Incident Action Plan at the scene or an EOC Action Plan in the EOC
- **Management:** The EOC serves as a central location from which multiple agencies or organizations coordinate information collection, information evaluation, priority setting and resource management. Within the EOC the management functions include:
 - Facilitates multiagency coordination and executive decision making in support of the incident response
 - Implements the policies established by the governing bodies
 - Facilitate the activities of the Multiagency (MAC) Group
- **Operations:** Responsible for coordinating and supporting all jurisdictional operations in support of the response to the emergency through implementation of the organizational level's Action Plans (AP). At the Field Level, the operations section is responsible for the coordinated tactical response directly applicable to, or in support of the objectives in accordance with the Incident Action Plan (IAP). In the EOC, the Operations Section Coordinator manages functional coordinators who share information and decisions about discipline-specific operations.
- **Logistics:** Responsible for providing facilities, services, personnel, equipment and materials in support of the emergency. Unified ordering takes place through the Logistics Section Ordering Managers to ensure accountability over resource requests. As needed, Unit Coordinators are appointed to address the needs for communications, food, medical, supplies, facilities and ground support.
- **Planning/Intelligence:** Responsible for the collection, evaluation and dissemination of operational information related to the incident for the preparation and documentation of the IAP at the field level or the AP at an EOC. Planning/Intelligence also maintains information on the current and forecasted situation and on the status of resources assigned to the emergency or the EOC. As needed, Unit Coordinators are appointed to collect and analyze data, prepare situation reports, develop action plans, set Geographic Information Systems (GIS) priorities, compile and maintain documentation, conduct advance planning, manage technical specialists and coordinate demobilization.

- **Finance/Administration:** Responsible for all financial and cost analysis aspects of the emergency and for any administrative aspects not handled by the other functions. As needed, Unit Leaders are appointed to record time for incident or EOC personnel and hired equipment, coordinate procurement activities, process claims and track costs.

PRIMARY SEMS FUNCTION	FIELD RESPONSE LEVEL	EOCS AT OTHER SEMS LEVELS
Command/Management	Command is responsible for the directing, ordering, and/or controlling of resources.	Management is responsible for facilitation of overall policy, coordination and support of the incident.
Operations	The coordinated tactical response of all field operations in accordance with the Incident Action Plan.	The coordination of all jurisdictional operations in support of the response to the emergency in accordance with the EOC Action Plan.
Planning/Intelligence	The collection, evaluation, documentation and use of intelligence related to the incident.	Collecting, evaluating and disseminating information and maintaining documentation relative to all jurisdiction activities.
Logistics	Providing facilities, services, personnel, equipment and materials in support of the incident.	Providing facilities, services, personnel, equipment and materials in support of all jurisdiction activities as required.
Finance/Administration	Financial and cost analysis and administrative aspects not handled by the other functions.	Responsible for coordinating and supporting administrative and fiscal consideration surrounding an emergency incident.

3.5.3 SEMS Components

Management by Objectives

The Management by Objectives (MBO) feature of ICS, as applied to SEMS, means that each SEMS level establishes for a given Operational Period, measurable and attainable objectives to be achieved. Each objective may have one or more strategies and performance actions needed to achieve the objective.

Operational Period

The Operational Period is the length of time set by command at the field response level, and by management at other levels to achieve a given set of objectives. The operational period length of time varies based upon the size and scope of the incident.

Action Plans

Action planning should be used at all SEMS Levels. There are two types of action plans in SEMS: Incident Action Plans and EOC Action Plans. The Incident Action Plans (IAP) are used at the field response level. The IAP can be either written or verbal although for documentation purposes the written IAP is preferable. The IAP contains objectives reflecting the overall incident strategy and specific tactical actions and supporting information for the next operational period. Incident Action Plans are an essential and required element in achieving objectives under ICS.

EOC Action Plans are crafted at local government, operational area, region, and state EOC Levels. The use of EOC Action Plans provides designated personnel with knowledge of the objectives to be achieved and the steps required for achievement. EOC Action Plans provide direction and serve to provide a basis for measuring achievement of objectives and overall system performance. Action Plans can be extremely effective tools during all phases of a disaster.

Organizational Flexibility – A Modular Organization

The intent of this SEMS feature is that at each SEMS Level only required elements to meet current objectives need to be activated and all elements of the organization may be arranged in various ways within or under the five SEMS essential functions.

The functions of any non-activated element are the responsibility of the next highest element in the organization. Each activated element must have a person in charge; however, one supervisor may be in charge of more than one functional element.

Organizational Unity and Hierarchy of Command

Organizational unity means that every individual within an organization has a designated supervisor. Hierarchy of command/management means that all functional elements within each activated SEMS level are linked together to form a single overall organization with appropriate span of control limits.

Span of Control

Maintaining a reasonable span of control is the responsibility of every supervisor at all SEMS levels. The optimum span of control is one to five (meaning that one supervisor has direct supervisory authority over five positions or resources). The recommended span of control for supervisory personnel at the field response level and all EOC levels should be in the one-to-three to one-to-seven ratio. A larger span of control may be acceptable when the supervised positions or resources are all performing a similar activity.

Personnel Accountability

An important feature to all SEMS levels is personnel accountability. This is accomplished through the Organizational Unity and Hierarchy of Command or Management features, along with the use of check-in forms, position logs and various status forms. The intent is to ensure that there are proper safeguards in place so all personnel at any SEMS level can be accounted for at any time.

Common Terminology

In SEMS, common terminology is applied to: functional elements, position titles, facility designations, and resources. The purpose of having common terminology is to rapidly enable multi-agency, multi-jurisdiction organizations and resources to work together effectively. This will vary from level to level in terms of directing, controlling, coordinating, and resource inventorying. Procedures for effective resources management must be geared to the function and the level at which the function is performed.

Integrated Communications

This feature of SEMS relates to hardware systems, planning for system selection and linking, and the procedures and processes for transferring information. At the field response level, integrated communications are used on any emergency and it is imperative that between all SEMS levels there must be a dedicated effort to ensure that communications systems, planning and information flow are accomplished in an effective manner. The specifics of how this is accomplished at EOC Levels may be different than at the field response level.

****More on the SEMS Regulations and SEMS Guidelines can be found on the Cal-EMA Website.***

3.6 National Incident Management System (NIMS)

The terrorist attacks of September 11, 2001, illustrated the need for all levels of government, the private sector, and nongovernmental agencies to prepare for, protect against, respond to, and recover from a wide spectrum of events that exceed the capabilities of any single entity. These events require a unified and coordinated national approach to planning and to domestic incident management. To address this need, the President signed a series of Homeland Security Presidential Directives (HSPDs) that were intended to develop a common approach to preparedness and response. Two HSPDs that are of particular importance to emergency planners are listed below:

- HSPD-5, Management of Domestic Incidents, identifies steps for improved coordination in response to incidents. It requires the Department of Homeland Security (DHS) to coordinate with other federal departments and agencies and state, local, and tribal governments to establish a National Response Framework (NRF) and a National Incident Management System (NIMS).
- HSPD-8, National Preparedness, describes the way federal departments and agencies will prepare. It requires DHS to coordinate with other federal departments and agencies—and with state, local, and tribal governments to develop a National Preparedness Goal.

Together NIMS, the NRF, and the National Preparedness Goal define what needs to be done to prevent, protect against, respond to, and recover from a major event. The purpose is to define how it needs to be done and how well it needs to be done. These efforts align federal, state, local, and tribal entities with the private sector and nongovernmental agencies to provide an effective and efficient national structure for preparedness, incident management and emergency response.

NIMS provides a consistent framework for incident management at all jurisdictional levels regardless of the cause, size, or complexity of the incident. Building upon ICS, NIMS provides the nation's first responders and authorities with the same foundation for incident management for terrorist attacks, natural disasters, and all other emergencies. NIMS requires the institutionalization of ICS and its use to manage all domestic incidents.

Additionally, NIMS integrates existing best practices into a consistent, nationwide approach to domestic incident management that is applicable at all jurisdictional levels and across functional disciplines. Six major components make up the NIMS system's approach:

- Command and Management
- Preparedness
- Resource Management
- Communications and Information Management
- Supporting Technologies
- Ongoing Management and Maintenance

These are described in detail below in the following detail:

Command and Management - The National Incident Management System (NIMS) standard incident command structures are based on the following key organizational systems:

- The Incident Command System (ICS)
- Multi-Agency Coordination Systems (MACS)
- Public Information Systems

Preparedness - Effective incident management begins with prevention and preparedness activities conducted continually and well in advance of any potential incident. Preparedness involves an integrated combination of planning, training, exercises, personnel qualifications and certification standards and couples these elements with equipment acquisition/certification.

Resource Management - NIMS defines standardized mechanisms and establishes requirements for processes to describe, inventory, mobilize, dispatch, track, and recover resources over the life cycle of an incident.

Communications and Information Management - NIMS identifies the requirement for a standardized framework for communications, information management (collection, analysis, and dissemination) and information-sharing at all levels of incident management.

Supporting Technologies - Technology systems provide supporting capabilities essential to implementing and refining NIMS. These include voice and data communications systems, information management systems (i.e., record keeping and resource tracking) and data display systems.

3.7 Mutual Aid

California's emergency assistance is based on a statewide mutual aid system designed to ensure that additional resources are provided to the state's political subdivisions whenever their own resources are overwhelmed or inadequate. The basis for this system is the *California Disaster and Civil Defense Master Mutual Aid Agreement* (MMAA), which is entered into by and between the State of California, its various departments and agencies and the various political subdivisions, municipal corporations and public agencies to assist each other by providing resources during an emergency. The agreement obligates each signatory entity to provide aid to each other during an emergency without expectation of reimbursement. Under specific conditions, federal and state monies may be appropriated to reimburse public agencies who aid other jurisdictions. If other agreements, memoranda and contracts are used to provide assistance for consideration, the terms of those documents may affect disaster assistance eligibility and local entities may only be reimbursed if funds are available. This plan promotes the establishment of emergency assistance agreements between public and private sector agencies at all levels.

There are four approved, formal Mutual Aid Systems in California. These systems are:

- Fire and Rescue
- Law Enforcement
- Coroner
- Emergency Management (resources not covered by the other three systems)

Other informal mutual aid involves, but is not limited to the interchange of the following:

- Public Information
- Medical and Health
- Communications
- Transportation Services
- Facilities
- Hazardous Materials Mutual Aid System
- Volunteer and Private agencies

3.7.1 Mutual Aid Coordination

Formal mutual aid requests will follow specified procedures and are processed through pre-identified mutual aid coordinators. Mutual aid requests will follow discipline-specific chains (i.e. fire, law enforcement, emergency manager, etc.) from one level of government to the next. The mutual aid coordinator receives the mutual aid request and coordinates the provision of resources from within the coordinator's geographic area of responsibility. In the event resources are unavailable at one level of government, the request is forwarded to the next higher level of government to be filled.

- **Field Level Requests:** Requests for MMAA resources originate from the field level and are managed by the Incident Commander (IC). If the IC is unable to obtain the resource through existing local channels, the request is elevated to the next successive government level until obtained or cancelled.
- **Local Government Request:** Local jurisdictions are responsible for the protection of life and property within their municipal geographic boundaries. The local jurisdiction where the incident occurred should assess its resource inventory and existing local agreements to determine if the requested resource is available. When locally committed resources are exhausted and mutual aid is needed, the local official will request assistance from the OA Mutual Aid Coordinator.
- **Operational Area Requests:** The OA is a composite of its political subdivisions, (i.e. municipalities, contract cities, special districts and county agencies). The OA Mutual Aid Coordinator assesses the availability of resources within the OA and fulfills the resource request based upon that assessment. In the event resources are unavailable at the OA level, the request is forwarded to the responsible Region Mutual Aid Coordinator to be filled.
- **Region Level Requests:** The state is geographically divided into six Mutual Aid Regions. For Law Enforcement Mutual Aid, Region I is divided into two sub-regions. Each Mutual Aid Region is comprised of multiple operational areas and has a Regional Mutual Aid Coordinator. The Region Mutual Aid Coordinator is granted the authority to coordinate the mutual aid response of discipline-specific resources within the region to support a mutual aid request by a jurisdiction also within the region. In the event resources are unavailable at the regional level, the request is forwarded to the State Mutual Aid Coordinator to be filled.
- **State Level Requests:** On behalf of the Governor, the Secretary of Cal-EMA has the responsibility for coordination of state mutual aid resources in support of local jurisdictions during times of emergency. The Secretary will analyze and coordinate the request by forwarding the request to an unaffected REOC or tasking an appropriate state agency to fill the need.

Figure Below- Discipline-Specific Mutual Aid Systems documents the flow of information, resources requests and resources within specific mutual aid agreement relative to the SEMS organization levels.

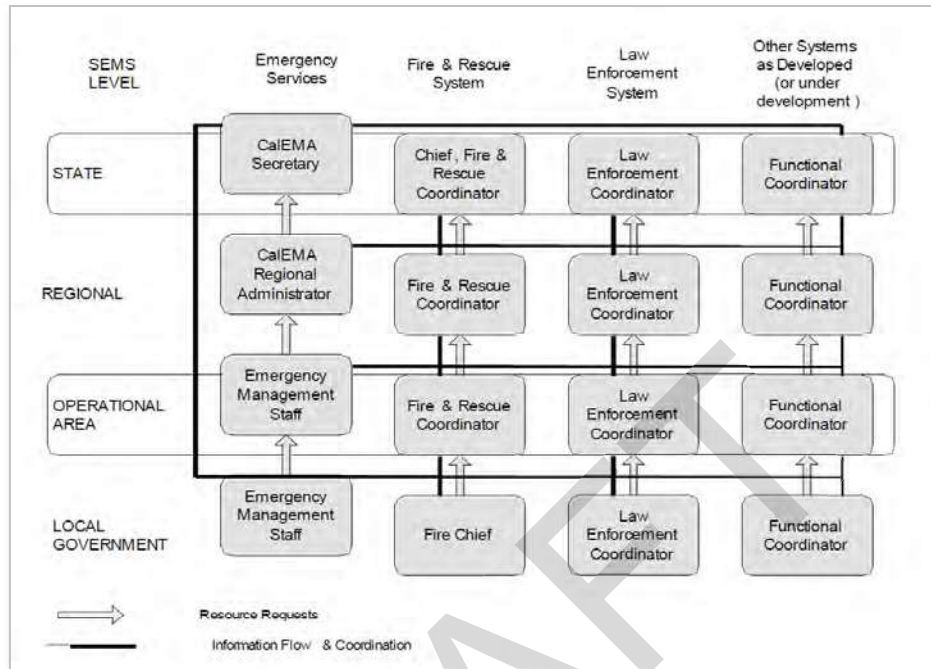
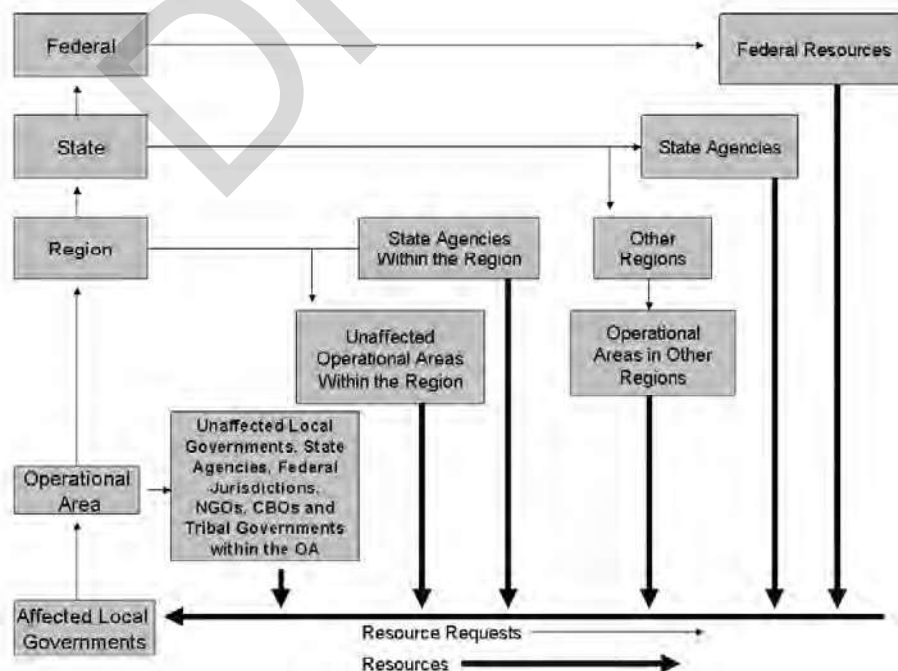


Figure Below – Flow of Requests and Resources depicts the resource management process for the state under SEMS. In this model, the affected local government has the ability to access all stakeholders at all levels of the system



3.8 Sequence of Events During Disasters

Two sequences of events are typically associated with disasters:

- Response Sequence, which generally describes the emergency response activities to save lives, protect property and preserve the environment. This sequence describes deployment of response teams, activation of emergency management organizations and coordination among the various levels of government.
- Emergency Proclamation Sequence, which outlines the steps to gain expanded emergency authorities needed to mitigate the problem. It also summarizes the steps for requesting state and federal disaster assistance.

3.8.1 Before Impact

Routine Monitoring for Alerts, Watches and Warnings: Emergency officials constantly monitor events and the environment to identify specific threats that may affect their jurisdiction. This allows an increase in the awareness level and preparation of emergency personnel and the community when a threat is approaching or imminent.

Increased Readiness: Sufficient warning provides the opportunity for response agencies to increase readiness, which are actions designed to increase an agency's ability to effectively respond once the emergency occurs. This includes, but is not limited to the following:

- Briefing government officials.
- Reviewing plans and procedures.
- Preparing and disseminating information to the community.
- Updating resource lists.
- Testing systems such as warning and communications systems.
- Precautionary activation of an EOC or DOC.

Pre-Impact: When a disaster is foreseen as highly likely, action is taken to save lives and protect property. During this phase, warning systems are activated, evacuation begins and resources are mobilized.

3.8.2 Immediate Impact

During this phase, emphasis is placed on control of the situation, saving lives and minimizing the effects of the disaster.

Alert and Notification: Local response agencies are primarily alerted, by the public, about an incident through 9-1-1. However, other methods can be used such as notification by another response agency or group. First responders are then notified of the incident, via an alert, and the proper personnel and resources respond.

Resource Mobilization: Response agencies activate personnel and then mobilize to support the incident response. As the event escalates and expands, additional resources are activated and mobilized to meet the growing demands of the incident. Activation and mobilization continue for the duration of the emergency as additional resources are needed to support the response. This includes resources from within the city, or, when resources are exhausted, from surrounding unaffected jurisdictions.

Incident Response: Immediate response is accomplished within the city by local responders. First responders arrive at the incident and function within their established field level plans and procedures. The responding agencies will manage all incidents in accordance with ICS organizational structures, doctrine and procedures.

Establishing Incident Command: Incident Command is established to direct, order, or control resources by virtue of some explicit legal, agency or delegated authority. Initial actions are coordinated through the on-scene Incident Commander (IC). The Incident Commander develops an initial Incident Action Plan (IAP), which sets priorities for the incidents, assigns resources and includes a common communications plan. If multiple jurisdictions or agencies are involved, the first responders will establish a Unified Incident Command Post (ICP) to facilitate multi-jurisdictional and multi-agency policy decisions. The Incident Commander may implement an Area Command to oversee multiple incidents that are handled by separate ICS organizations or to oversee the management of a very large or evolving incident that has multiple incident management teams engaged.

Activation of the Multiagency Coordination System (MACS): Responding agencies will coordinate and support emergency management and incident response objectives through the development and use of integrated Multi-agency Coordination Systems (MACS) and MAC Groups. This includes developing and maintaining connectivity capability between ICP, local 9-1-1 Centers, local Emergency Operations Centers (EOC), REOC, the SOC and federal EOC and NRF organizational elements.

Local EOC Activation: Local jurisdictions activate their local EOC based on the magnitude or need for more coordinated management of the emergency. When activated, local EOCs help form a common operating picture of the incident by collecting, analyzing and disseminating emergency information. The local EOC can also improve the effectiveness of the response by reducing the amount of external coordination of resources by the Incident Commander by providing a single point of contact to support multi-agency coordination. When activated the local EOC notifies the OA lead that the local EOC has been activated.

Communications between Field and the EOC: When a jurisdiction EOC is activated, communications and coordination are established between the IC and the Department Operations Center (DOC) to the EOC, or between the IC and the EOC.

Operational Area (OA) EOC Activation: If one or more local EOCs are activated, or if the event requires resources outside the affected jurisdiction, the OA EOC activates. The OA EOC also activates if a local emergency is proclaimed by the affected local government. The OA EOC then coordinates resource requests from the affected jurisdiction to an unaffected jurisdiction, or if resources are not available within the operational area, forwards the resource request to the REOC and mutual aid coordinators.

Regional Emergency Operations Center (REOC) Activation: Whenever an Operational Area EOC is activated the Cal-EMA Regional Administrator will activate the REOC within the affected region and notifies Cal-EMA Headquarters. The REOC will then coordinate resource requests from the affected operational area to unaffected operational areas within the affected region, or, if resources are not available within the affected region, resource requests are forwarded to the SOC for coordination.

State Level Field Teams: The state may deploy Field On-Site Observation Teams (FOOT) to provide situation reports on the disaster to the REOC in coordination with the responsible Unified Command.

State Operations Center (SOC) Activation: The SOC is activated when the REOC activates in order to:

- Continuously monitor the situation and provide situation reports to brief state officials as appropriate.
- Process resource requests between the affected regions, unaffected regions and state agency Department Operation Centers.
- Process requests for federal assistance and coordinate with Federal Incident Management Assistance Teams (IMATs) when established.
- Coordinate interstate resource requests as part of the Emergency Management Assistance Compact (EMAC) or Interstate Disaster and Civil Defense Compact.

- The SOC may also be activated independently of a REOC to continuously monitor emergency conditions.

Joint Information Center (JIC) Activation: Where multiple agencies are providing public information, the lead agencies will work together to analyze the information available and provide a consistent message to the public and the media. Where practical the agencies will activate a joint information center to facilitate the dissemination of consistent information.

Department Operations Center (DOC) Activation: Each state agency may activate a department operations center to manage information and resources assigned to the incident. If a DOC is activated, an agency representative or liaison may be deployed to facilitate information flow between the two facilities.

FEMA Regional Response Coordination Center (RRCC) Activation: The FEMA RRCC may deploy a liaison or IMAT to the SOC to monitor the situation and provide situational awareness to federal officials.

3.8.3 Sustained Operations

As the emergency situation continues, further emergency assistance is provided to victims of the disaster and efforts are made to reduce the likelihood of secondary damage. If the situation grows in demands, mutual aid is provided, as well as growth in services like search and rescue, shelter and care, and identification of victims and victim needs.

3.8.4 Transition to Recovery

As the initial and sustained operational priorities are met, emergency management officials then begin to consider the recovery phase needs. Short-term recovery activities include returning vital life support systems to minimum operating standards and the long-term activity and plans are designed to return to normal activities in the majority of areas, as the situation allows.

Recovery planning should include reviews of ways to avert or mitigate future emergencies. During the recovery phase, damage is assessed, local assistance centers and disaster recovery centers are opened and hazard mitigation surveys are performed.

Local Assistance Centers: Local Assistance Centers (LACs) are opened by local governments to assist communities by providing a centralized location for services and resource referrals for unmet needs following a disaster or significant emergency. The LAC is normally staffed and supported by local, state and federal agencies, as well as non-profit and voluntary organizations. The LAC provides a single facility at which individuals, families and businesses can access available disaster assistance programs and services. As more federal resources arrive, a state-federal Disaster Recovery Center (DRC) may be collocated with the LACs.

Joint Field Office: The state coordinates with FEMA as necessary to activate a JFO to coordinate federal support for the emergency. The state will appoint a State Coordinating Officer (SCO) to serve as the state point of contact. A Federal Coordinating Officer (FCO) is appointed upon a Presidential Declaration of an Emergency or Major Disaster.

Demobilization: As resources are no longer needed to support the response and recovery, or the response activities cease, resources are then demobilized. Demobilization includes provisions to address and validate the safe return of resources to their original location and include processes for resource tracking and ensuring applicable reimbursement. Where applicable, the demobilization should include compliance with mutual aid and assistance provisions.

3.8.5 Proclaiming an Emergency

The California Emergency Services Act provides for three types of emergency proclamations in California:

- Local Emergency
- State of Emergency
- State of War Emergency

Emergency proclamations expand the emergency powers and authorities of the state and its political subdivisions. They also provide a mechanism for unaffected jurisdictions to provide resources and assistance to the affected jurisdictions. Although emergency proclamations facilitate the flow of resources and support to the affected jurisdictions and local government, they are not a prerequisite for rendering mutual aid and assistance under existing agreements or requesting assistance from the American Red Cross (ARC) or other various state agencies.

- **Local Emergency Proclamation:** A local emergency may be proclaimed by the Mayor, the City Council or by the City Manager (Director of Emergency Services) or their designee and the local emergency proclaimed by these individuals must be ratified by the Yuba City Council within seven days.

The governing body must review the need to continue the proclamation at least every 30 days until the local emergency is terminated. The local emergency must be terminated by resolution as soon as

conditions warrant. Proclamations are normally made when there is an actual incident or threat of disaster or extreme peril to the safety of persons and property within the City of Yuba City, caused by natural, technological or human-caused situations or events.

The proclamation of a Local Emergency provides the governing body with the legal authority to:

- If necessary, request that the Governor proclaim a State of Emergency and/or that the Director of FEMA/DHS authorize a Presidential Declaration.
 - Promulgate or suspend orders and regulations necessary to provide for the protection of life and property, including issuing orders or regulations imposing a curfew within designated boundaries.
 - Exercise full power to provide mutual aid to any affected area in accordance with local ordinances, resolutions, emergency plans, or agreements.
 - Request state agencies and other jurisdictions to provide mutual aid.
 - Require the emergency services of any local official or employee.
 - Requisition necessary personnel and materials from any local department or agency.
 - Obtain vital supplies and equipment and, if required, immediately commandeer the same for public use.
 - Impose penalties for violation of lawful orders.
 - Conduct emergency operations without incurring legal liability for performance, or failure of performance. (Note: Article 17 of the Emergency Services Act provides for certain privileges and immunities.)
- **Request for Cal EMA Secretary's Concurrence:** Local governments can request cost reimbursement from the state for certain disaster-related repair costs under the California Disaster Assistance Act (CDAA) following the proclamation of a local emergency. The Secretary's concurrence with the local proclamation is required for this reimbursement. This step is not required if a Governor's Proclamation of a State of Emergency is received for the same event.
 - **Request for the Governor to Proclaim a State of Emergency:** When emergency conditions exceed or have the potential to exceed local resources and capabilities, local governments may request that the Governor Proclaim a State of Emergency. The formal request may be included in the original emergency proclamation or as a separate document. The request must be received within ten days of the event. In addition to providing access to reimbursement for eligible disaster related response and recovery expenditures, a Governor's proclamation can facilitate other actions, such as the waiver of state regulations impacting response or recovery operations.

- **Initial Damage Estimate:** The request for a Secretary's concurrence or a Governor's proclamation should include a copy of the proclamation document and an Initial Damage Estimate (IDE) that estimates the severity and extent of the damage caused by the emergency. An IDE may not be immediately required for sudden emergencies with widespread impacts, emergencies of significant magnitude, or during fast moving emergencies where immediate response assistance is necessary.
- **Analysis of Request:** The request and the IDE are reviewed by the Cal EMA Region and a recommendation is made to the Governor through the Secretary of Cal EMA.
- **Proclamation of a State Emergency:** The Governor proclaims a State of Emergency based on the formal request from the local governing body and the recommendation of Cal EMA. If conditions and time warrant, the Governor drafts and signs a formal State of Emergency Proclamation. The Governor has expanded emergency powers during a proclaimed State of Emergency.

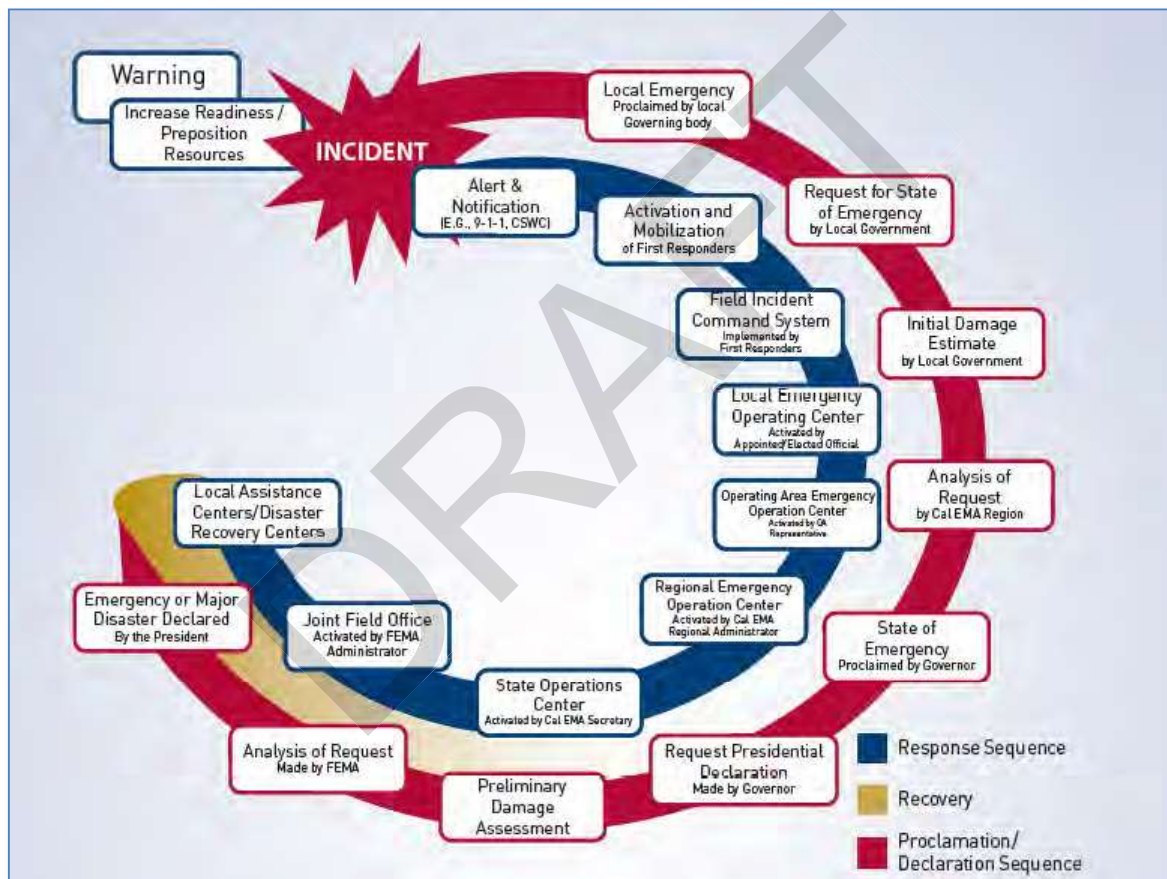
The Governor can do the following:

- Has the right, vested in the State Constitution and the laws of California within a designated area, to exercise police power as deemed necessary.
 - Is vested with the power to use and commandeer public and private property and personnel to ensure all resources within California are available and dedicated to the emergency when requested.
 - Can direct all state agencies to utilize and employ personnel, equipment and facilities for the performance of any and all activities designed to prevent or alleviate actual and threatened damage due to the emergency and can direct them to provide supplemental services and equipment to political subdivisions to restore any services in order to provide for the health and safety of the residents of the affected area.
 - May make, amend, or rescind orders and regulations during an emergency and temporarily suspend any non-safety-related statutes, ordinances, regulations, or rules that impose restrictions on the emergency response activities.
-
- **Governor's Proclamation Without a Local Request:** A request from the local governing body is not always necessary for the Governor to proclaim a State of Emergency. The Governor can proclaim a State of Emergency if the safety of persons and property in California are threatened by conditions of extreme peril or if the emergency conditions are beyond the emergency response capability and capabilities of the local authorities. This situation is rare in occurrence and implementation.

- **Proclamation of a State of War Emergency:** In addition to a State of Emergency, the Governor can proclaim a State of War Emergency whenever California or the nation is attacked by an enemy of the United States, or upon receipt by California of a warning from the federal government indicating that such an enemy attack is probable or imminent. The powers of the Governor granted under a State of War Emergency are commensurate with those granted under a State of Emergency.
- **State Request for a Presidential Declaration:** When it is clear that state capabilities will be exceeded, the Governor can request federal assistance, including assistance under the **Robert T. Stafford Disaster Relief and Emergency Assistance Act** (Stafford Act). The Stafford Act authorizes the President to provide financial and other assistance to state and local governments, certain private nonprofit organizations, and individuals to support response, recovery, and mitigation efforts following Presidential emergency or major disaster declarations.
- **Preliminary Damage Assessment:** Upon submission of the request, FEMA coordinates with the state to conduct a Preliminary Damage Assessment (PDA) and determine if the incident is of sufficient severity to require federal assistance under the Stafford Act. This process could take a few days to a week depending on the magnitude of the incident. FEMA uses the results of the PDA to determine if the situation is beyond the combined capabilities of the state and local resources and to verify the need for supplemental federal assistance. The PDA also identifies any unmet needs that may require immediate attention. The PDA may not be required if immediate response assistance is necessary.
- **Federal Analysis of the State's Request:** The FEMA Regional Administrator assesses the situation and the request and makes a recommendation to the President through the Federal Department of Homeland Security on a course of action. The decision to approve the request is based on such factors as the amount and type of damage, the potential needs of the affected jurisdiction and the state, availability of state and local government resources, the extent and type of insurance in effect, recent disaster history and the state's hazard mitigation history.
- **Federal Declarations without a PDA:** If the incident is so severe that the damage is overwhelming and immediately apparent, the President may declare a major disaster immediately without waiting for the PDA process described above.

- Declaration of Emergency or Major Disaster:** The President of the United States can declare an Emergency or Major Disaster under the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 USC §5121 et seq.), thereby providing federal government resources to support the states' response and recovery activities. While Presidential Declarations under the Stafford Act release federal resources and funding to support response and recovery, federal agencies may also provide aid under other authorities or agreements that do not require a Presidential Declaration.

The sequence of activities occurring for the emergency response and the proclamation process is illustrated in the **Figure Below – Response Phase Sequence of Events**.



3.9 Incident Management

3.9.1 Activation

When an emergency situation arises and it is determined that the normal organization and functions of city government are insufficient to effectively meet response requirements, the Director of Emergency Services (City Manager), or Emergency Services Coordinator(s) (Fire Chief/Police Chief), may implement the Emergency Operations Plan as deemed appropriate for the situation or at the request of an on -scene incident commander. In addition, either the Director of Emergency Services or the Emergency Services Coordinator(s) may partially or fully activate and staff the City EOC based on an emergency's type, size, severity, and anticipated duration. An emergency declaration is not required in order to implement the EOP or activate the EOC. Upon notification that the EOC has been activated and/or an emergency has been declared, all involved city emergency services will implement their respective plans and procedures, and provide the Director of Emergency Services and/or Emergency Services Coordinator(s) with the following information:

- Operational status
- Readiness and availability of resources
- Changing conditions and status of resources (personnel, equipment, facilities, supplies, etc.)
- Significant concerns and issues dealing with potential or actual loss of life or property

3.9.2 Alert and Warning

Warnings, emergency information, emergency notifications, or disaster reports received by city personnel will be relayed to the Emergency Services Director, Emergency Services Coordinator(s) and the Yuba City Police Dispatch Center. City response personnel will communicate and receive notifications using traditional communications technology, such as landline and cellular telephones, faxes, pagers, internet/email, and department radios, throughout the duration of response activities as long as these resources are available. Emergency notification procedures are established among the response community, and call-down lists/continuity of operation plans are updated and maintained by each agency and department. External partners will be notified and coordinated through the City EOC or dispatch center as appropriate.

3.9.3 Communications

The ability of responders from different agencies and disciplines to work together depends greatly on their ability to communicate with each other. Plain language and clear text communication are essential to first responder and public safety and will be used by all city personnel during emergencies. The use of common terminology enables emergency responders, EOC personnel, and city staff, as well as personnel from neighboring jurisdictions, the county, or state to communicate clearly and effectively with each other. Clear and concise communication will aid in the coordination of response activities, regardless of an incident's size, scope, or complexity. Through the City's Code Red Alert System, Sutter County's Zonehaven and other social media alerts, a public warning and broadcast system has been established for the city to provide emergency information and instructions during a pending or actual emergency incident or disaster.

The success of communication between agencies and other involved members will depend on interoperability. Interoperability is the ability of public and private agencies, departments and other organizations to operate and communicate effectively together through the use of systems, personnel, and equipment. In recognition that successful emergency management and incident response operations require the continuous flow of critical information among jurisdictions, disciplines, organizations, and agencies, interoperability plans or procedures should be developed that include training and exercises. Additionally the development of SOPs, advancement of new technology and considerations of individual agency governance should be evaluated continuously to ensure operations are functional within a stressful and often chaotic context of a major response. Interoperable voice, data, or video-on-demand communications systems allow emergency management/response personnel to communicate within and across agencies and jurisdictions in real time, when needed and when authorized. Training and system tests will be crucial to ensure that interoperability is a priority and that systems are in place and work when the situation arises.

3.9.4 Situational Awareness and Intelligence Gathering

Situational awareness and intelligence gathering are necessary to maintain a common operating picture among response agencies and is the basis for emergency alert and warning (when an incident alert is not received by an outside agency). Situational awareness is the ongoing process of collecting, analyzing and sharing information across agencies and intergovernmental levels and the private sector. Intelligence gathering is the collecting of security and operational information, such as collection of severe weather forecasts from the National Weather Service. Intelligence gathering may also be used to detect, prevent, apprehend, and prosecute criminals planning terrorist incidents.

On a day-to-day basis and during low level incidents when the EOC is not fully activated, the city, primary response/service agencies and supporting response agencies should do the following:

- Be aware of their surroundings and identify and report potential threats and dangerous situations
- Share and evaluate information from multiple sources
- Integrate communications and reporting activities among responding agencies
- Monitor threats and hazards
- Share forecasting of incident severity and needs

If activated, the EOC Planning Section Chief will lead situational awareness and intelligence gathering activities and functions, unless otherwise designated. If a criminal or terrorist incident is suspected, the City Police Department will notify the California State Terrorism Threat Assessment Center (STTAC) through Cal OES. During a terrorist incident, the STTAC may support situational awareness and intelligence gathering functions.

3.9.5 Resource Management

When the EOC is activated, the logistics and planning sections have primary responsibility for coordinating the resource management effort and have authority under emergency conditions to establish priorities for the assignment and use of all city resources. In a situation where resource allocations are in dispute, the Emergency Services Director has the final allocation authority. City resources will be allocated according to the following guidelines:

- Deploy resources according to the following priorities:
 1. Protection of life
 2. Protection of responding resources
 3. Protection of public facilities
 4. Protection of private property
- Distribute resources to make the most effective difference in the mission outlined in the plan.
- Coordinate citizen appeals for assistance through the Public Information Officer (PIO) at the EOC or Joint Information Center (JIC). Use local media, social media and emergency notifications to provide citizens with information about where to make these requests.
- Activate mutual aid agreements as necessary to supplement local resources.
- When all local resources are committed or expended, issue a request to the SEMS Operational Area for county, regional, state and federal resources through an emergency declaration.

Resource Typing

Resource typing is a method for standardizing equipment requests and managing resources during an incident in accordance with SEMS and NIMS and is based on specific resource capability. A Type 1 resource provides a greater overall capability due to power, size, capacity, etc., than would be found in a Type 2 resource. Resource typing provides managers with additional information in selecting the best resource for the task. A resource typed list can increase the usefulness of the tools requested during an emergency and may reduce costs by eliminating orders for equipment that are inaccurate or inappropriate for the situation.

Credentialing of Personnel

At this time, the City has not implemented a formalized credentialing program. Should one be implemented, the program will be developed with technical assistance from Cal OES and will provide for documenting personnel and authenticating and verifying their qualifications.

Volunteer and Donations Management

At this time the city does not have a formal volunteer and donations management program in place. Should one be developed, the program will work to ensure the most efficient and effective use of unaffiliated volunteers, unaffiliated organizations, and unsolicited donated goods to support events and incidents. Technical assistance for implementing SEMS/NIMS/ICS volunteer and donations management procedures is available from Cal OES.

During an incident, when the EOC is activated and an emergency has not been declared, the Emergency Services Coordinator (or designee) will coordinate and manage volunteer services and donated goods through the City EOC, with support from the Red Cross, Salvation Army, The Trauma Intervention Program (TIP), and other volunteer organizations. If the incident escalates and requires a declaration of an emergency, then the Emergency Services Coordinator (or designee) will coordinate volunteer and donations management support with the Operational Area Coordinator.

3.9.6 Emergency Public Information

The State of California, through OES, is available to assist local officials with public information when: (1) the means of disseminating public information at the local level is damaged or overwhelmed; (2) critical information needs to be disseminated to victims, responders, recovery personnel and members of the media; or (3) multiple response agencies and levels of government need to work cooperatively to provide consistent emergency information.

The State's Emergency Public Information program is managed by the Information and Public Affairs Branch of the State Operation Center. This program is designed to coordinate public information and public affairs activities between involved agencies.

3.9.7 Access and Functional Needs Populations

Access to emergency services shall not be denied on the grounds of color, national origin, sex, age, sexual orientation, or functional needs. Access and functional needs populations (also referred to as vulnerable populations and special needs populations) are members of the community who experience physical, mental, or medical care needs and who may require assistance before, during and after an emergency incident. These specific population may need specific assistance after exhausting their usual resources and support network.

Examples of individuals who have access and functional needs include, but are not limited to:

- Individuals who are deaf or hard of hearing
- Individuals with vision impairment or blindness
- Individuals with limited English proficiency
- Children and the elderly
- Individuals without vehicles
- Individuals with special dietary needs
- Individuals who experience physical disabilities
- Individuals who experience mental/cognitive disabilities

Persons with access and functional needs within the city have the primary responsibility for minimizing the impact of disasters through personal preparedness activities. To the greatest extent possible, the Director of Emergency Services and the Emergency Services Coordinator(s) will assist them in carrying out this responsibility by providing preparedness information, emergency public information, and critical public services in an accessible manner.

3.9.8 Animals in Disaster

While the protection of human life is paramount, the need to care for domestic livestock and/or companion animals plays into decisions made by people affected by disasters. Preparing for the care of animals during a disaster is the responsibility of owners. However, the city may coordinate with local animal owners, veterinarians, and animal advocacy groups and charities sponsored by private organizations to address animal-related issues that arise during an emergency. The city currently has an agreement in place with the Sutter Animal Services Agency (SASA) to provide limited animal companion sheltering capabilities during a large-scale incident. If local resources are insufficient to meet the needs of animals during a disaster, the city may request assistance through the county OES, animal advocacy groups and animal rescue services.

3.9.9 Demobilization

As the emergency situation progresses and the immediate response subsides, a transition period will occur during which emergency responders will hand responsibility for emergency coordination to agencies involved with short and long-term recovery operations.

The following issues will be considered when demobilizing:

- Identification of surplus resources and probable resource release times
- Demobilization priorities as established by the on-scene Incident Commander and/or EOC Director
- Released or demobilized response resources as approved by the on-scene Incident Commander and/or EOC Director
- Repair and maintenance of equipment, if necessary.

The Director of Emergency Services, with advice from the EOC Director, Emergency Services Coordinator(s), and/or on-scene Incident Commander, will determine when a State of Emergency no longer exists. At this point emergency operations can be scaled back or terminated and normal city functions can be restored.

3.9.10 Transition to Recovery

Once the immediate response phase has been completed, the city will turn towards a primary focus of recovery and restoration of government function and community services. A transition from response to recovery may occur at different times and with differing levels throughout areas of the city.

Short-term operations seek to restore vital services to the community and provide for the basic needs of the public, such as bringing necessary lifeline systems (e.g., power, communication, water and sewage, disposal of solid and hazardous wastes, or removal of debris) to an acceptable standard while providing for basic human needs (e.g., food, clothing, and shelter). Once stability is achieved, the city can concentrate on long-term recovery efforts, which focus on restoring the community to a “new normal” or improved state.

During the recovery period, the city will review and implement mitigation measures, collect lessons learned and share them within the emergency response community. Additionally, the recovery phase will allow the city to reassess this EOP (including annexes) and to identify deficiencies and take corrective actions. Resources to restore or upgrade damaged areas may be available if the city demonstrates that extra repairs will mitigate or lessen the chances of, or damages caused by, another similar disaster in the future.

4.0 Continuity of Government (COG) Operations

A major disaster could result in great loss of life and property, including the death or injury of key government officials, the partial or complete destruction of established seats of government and the destruction of public and private records essential to continued operations of government and industry.

In the aftermath of a major disaster, during the reconstruction period, law and order must be preserved and, so far as possible, government services must be maintained and established. This can best be done by civil government and the ability to identify and produce continuity of government. To this end, it is particularly essential that the local units of government continue to function and make decisions.

Therefore, it is essential that city leaders identify an alternate seat of government, alternate work locations, and lines of succession for their own governing body, administrative officers and department heads.

Temporary Seat of Government

If needed, the City Council will establish an alternate seat of government at a location where the City Council shall operate and conduct meetings in the event City Hall is not available.

Lines of Succession

Article 15 of the California Emergency Services Act provides the authority, as well as the procedures to be employed, to ensure continued functioning of political subdivisions within the State of California. Generally, Article 15 permits the appointment of up to three standby officers for each member of the governing body and the chief executive officer. Article 15 also provides for the succession of officers who head departments responsible for maintaining law and order, or in furnishing public services relating to health and safety.

The City Council shall appoint standby officers when an officer is killed, missing, or so seriously injured as to be unable to attend meetings and otherwise perform his/her duties.

Each Department within Yuba City has a Continuity of Operations Plan, which identifies the following for each Department:

- Lines of succession
- Essential Functions
- Recovery Planning for each Essential Function
- Specialized Supplies
- Essential Vendors

Applicable portions of the California Government Code and the State Constitution provide authority for the continuity and preservation of state and local government.

4.1 City of Yuba City Emergency Operations Statement

Limitations: Due to the nature of emergency response and the size and scope of an emergency, the outcome is often not easy to predict. Therefore, it should be recognized that this plan is meant to serve as a guideline and that the outcome of the response may be limited by the scope, magnitude and duration of the event.

Suspension of Routine Activities and Availability of Employees: Day-to-day functions that do not contribute directly to the disaster operation may be suspended for the duration of an emergency. Efforts normally required for routine activities may be redirected to accomplish emergency tasks. During an emergency response, city employees not otherwise assigned emergency/disaster related duties will, unless otherwise restricted, be made available to augment the work of their department or other city departments.

Households of Emergency Response Personnel: City employees may not be at peak efficiency or effectiveness during a disaster if the status of their households is unknown or in doubt. Employees who are assigned disaster response duties are encouraged to make arrangements with other employees, friends, neighbors or relatives to check on their immediate families in the event of a disaster and to communicate that information to the employee through the Yuba City Emergency Operations Center.

Non-Discrimination: All local activities will be carried out in accordance with federal nondiscrimination laws. It is the city's policy that no service will be denied on the basis of race, religion, national origin, age, sex, marital status, veteran status, sexual orientation or the presence of any sensory, mental or physical disability.

Citizen Preparedness: This plan does not substitute government services for individual responsibility. Citizens are expected to be aware of developing events and take appropriate steps to respond in a safe and timely manner. Since the city's resources and personnel may be overwhelmed at the onset of a disaster or unplanned emergency event, individuals and organizations should be prepared to be self-sufficient following a disaster. The city will make every effort to provide information to the public, via the media and other sources, and to assist citizens in dealing with the emergency.

4.2 Disaster Service Workers

Under California Government Code, Section 3100-3109, all public employees are obligated to serve as Disaster Service Workers (DSW's). Public employees (civil service) are all persons employed by any county, city, state agency or public district in the State of California. Disaster Service Workers provide services and support during declared emergencies or disasters.

In the event of a major emergency or disaster, city employees may be called upon to perform certain duties in support of emergency management operations. These include but are not limited to the following:

- City employees may be required to work at any time during a declared emergency and may be assigned to disaster service work.
- Assignments may require service at locations, times and under conditions other than normal work assignments.
- Disaster Service Worker assignments may include duties within the EOC, in the field or at another designated location.
- Employees must report to work and be prepared to assist in emergency response duties as designated in the City's Emergency Plan or as assigned by the emergency management organization, including activities that are outside their normal scope of work.

Under no circumstances will city employees that do not usually have a response role in their day-to-day responsibilities be asked to perform duties or functions that are hazardous, that they have not been trained to perform or that are beyond their recognized capabilities. The City of Yuba City has a direct interest and obligation to provide training to city workers and ensure their designated role as a Disaster Service Worker is understood and part of their growth and development within the city. Training is provided regarding roles, responsibilities and position expectation within a City Emergency Operations Center. The Fire Department has taken an active and lead role in facilitating this training and ensuring opportunities are available and training is provided.

4.3 Continuity of Operations (COOP)

General Guidance

A critical component of the city emergency management strategy involves ensuring that government operations will continue during and after a major emergency or disaster. The ability to maintain essential government functions, including the continuity of lawfully constituted authority is a responsibility that must be provided for to the greatest extent possible.

What is Continuity of Operations?

Continuity of Operations (COOP) is an effort within individual executive departments and agencies to ensure that Primary Mission Essential Functions (PMEFs) continue to be performed during a wide range of emergencies, including localized acts of nature, accidents and technological or attack-related emergencies.

What is the Goal of Continuity of Operations?

The ultimate goal of continuity in the executive branch is the continuation and prioritization of essential functions within a specific agency/department. In order to achieve that goal, the objective for organizations is to identify their Essential Functions (EFs) and ensure that those functions can be continued throughout, or resumed rapidly after, a disruption of normal activities. The continuity plan is a roadmap for the implementation and management of the specific department and is directly related to essential and necessary functions that directly impact the life, health and well being of a community.

Each city department has built and will maintain their essential functions and determine the priorities and contingency plans to ensure their departments function in the event of emergency or lack of leadership availability.

Essential Elements

- Essential Functions – The critical activities performed by departments, especially after a disruption of normal activities. Each key function is identified and planned for.
- Orders of Succession – Provisions for the assumption of responsibility of senior department head offices during an emergency in the event that any of those officials are unavailable to execute their legal duties.
- Delegations of Authority – Identification, by position, of the authorities for making policy determinations and decisions at EOC, field levels and all other organizational locations. Generally, pre-determined delegations of authority will take effect when normal channels of direction have been disrupted and will lapse when these channels have been reestablished.
- Continuity Facilities – Locations, other than the primary facility, used to carry out essential functions, particularly in a continuity event. Continuity Facilities, or “Alternate facilities”, refers to not only other locations but also nontraditional options such as working at home. These can include teleworking, telecommuting, and mobile-office concepts.
- Continuity Communications – Communications that provide the capability to perform essential functions, in conjunction with other agencies, under all conditions.
- Vital Records Management – The identification, protection and ready availability of electronic and hard copy documents, references, records, information systems, data management software and equipment needed to support essential functions during a continuity situation.
- Human Capital – During a continuity event, emergency employees and other special categories of employees who are activated by an agency to perform assigned response duties.
- Tests, Training, and Exercises (TT&E) – Measures to ensure that an agency’s continuity plan is capable of supporting the continued execution of the agency’s essential functions throughout the duration of a continuity event.

- Devolution of Control and Direction – Capability to transfer statutory authority and responsibility for essential functions from an agency's primary operating staff and facilities to other agency employees and facilities
- Reconstitution – The process by which surviving and/or replacement agency personnel resume normal agency operations from the original or replacement primary operating facility.

**Each City Department has a Continuity of Operations Plan and is responsible for continued evaluation and updates to ensure all components are properly planned for in the event the plan is requested or needed. Copies of each department and their plan can be requested through the city.*

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5.0 Emergency Operation Plan Roles and Responsibilities

5.1 General

Local and county agencies and response partners may have various roles and responsibilities throughout an emergency's duration. Therefore, it is particularly important that the local command structure be established to support response and recovery efforts and maintain a significant amount of flexibility to expand and contract as the situation changes. Typical duties and roles may also vary depending on the incident's size and severity of impacts, as well as the availability of local resources. Thus, it is imperative to develop and maintain depth of qualified staff within the command structure and response community.

The County Director of Emergency Services is responsible for emergency management planning and operations for the area of the county lying outside the limits of the incorporated municipalities. The mayor or other designated official (pursuant to city charter or ordinance) of each incorporated city is responsible for emergency management planning and operations for that jurisdiction. Within the City of Yuba City, the Emergency Services Director will be designated as the City Manager and the Yuba City Fire Chief and Yuba City Police Chief will be designated as Emergency Services Coordinator(s). Responsibilities may be shared with the County OES under mutual agreement.

Most city departments have emergency functions that are similar to their normal duties. Each department is responsible for developing and maintaining its own procedures for carrying out these functions during an emergency. Specific responsibilities are outlined below, as well as in the individual annexes.

5.2 Emergency Management Organization

Under the City Emergency Management Organization (EMO) structure, the City Manager is considered the Director of Emergency Services, unless this role has been otherwise delegated. Roles and responsibilities of individual staff and agencies are described throughout this plan to further clarify the city's emergency management structure. The Director of Emergency Services may designate an Emergency Services Coordinator(s), currently delegated to the Fire Chief and Police Chief, who is delegated the authority to lead the city's response and recovery actions. These delegations of authority and limitations to authority should be documented within the incident log. Additionally, some authority to act in the event of an emergency may already be delegated by ordinance or by practice. As a result, the organizational structure for the city's emergency management program can vary depending upon the location, size, and impact of the incident. The EMO for the City is divided into two general groups, organized by function—the Executive Group and Emergency Response Agencies.

5.2.1 Executive Group

The Executive Group will primarily consist of the City Manager, Fire Chief, Police Chief, department directors and the Mayor/City Council in certain capacity. It may also include representation from additional City departments as required or designated by the City Manager. The Executive Group is responsible for the activities conducted within its jurisdiction and city response area. The members of the group include both elected and appointed executives with legal responsibilities.

Key general responsibilities for local elected and appointed officials include:

- Establishing strong working relationships with local jurisdictional leaders and core private-sector organizations, volunteer agencies and community partners.
- Leading and encouraging local leaders to focus on preparedness by participating in planning, training and exercises.
- Supporting staff participation in local mitigation efforts within the jurisdiction, including the private sector, as appropriate.
- Understanding and implementing laws and regulations that support emergency management and response.
- Ensuring that local emergency plans consider the needs of:
 - The jurisdiction, including persons, property, and structures
 - Vulnerable populations, including unaccompanied children and those with service animals
 - Individuals with household pets
- Leading and encouraging all citizens (including vulnerable populations) to take preparedness actions.
- Encouraging residents to participate in volunteer organizations and training courses.

Mayor and City Council

The ultimate responsibility for policy, budget and political direction for the city government is borne by the City Council. During emergencies this responsibility includes encouraging citizen involvement and assistance, issuing policy statements as needed to support actions and activities of recovery and response efforts and providing the political contact needed for visiting state and federal officials. Additionally, the council will provide an elected liaison with the community and other jurisdictions. In the event that declaration of emergency is needed, the Mayor (or designee City Manager) will initiate and terminate the State of Emergency through a declaration ratified by the council.

General responsibilities of the Mayor and City Council may include:

- Establishing emergency management authority by city ordinance.
- Adopting an EOP and other emergency management–related resolutions.
- Declaring a State of Emergency and providing support to the on-scene Incident Commander in requesting assistance through the County.
- Acting as liaison to the community during activation of the EOC.
- Acting on emergency funding needs.
- Attending PIO briefings and communicating with community members.

City Council Notification

In the event of a disaster/emergency, the City Council will be notified by the City Manager or their designee. Each councilmember should provide the City Manager or designee with information on their status and availability as well as a call back number. In the event that the councilmember does not receive notification, they should contact the City Manager's office. EOC staff will prepare and make available regular briefings and situation reports to councilmembers related to the disaster/emergency during the duration of the incident.

Additional Responsibilities and Expectations

When the City's EOC is activated, the City Council has several roles, including:

- **Represent the Public** – City Council members may communicate issues and concerns of local residents to the EOC liaison representative.
- **Provide Public Information** – Council members will work with EOC Public Information Officers (PIO) in disseminating disaster related information provided by the EOC to local residents and businesses and could possibly be asked to provide media interviews as arranged by the PIOs.
- **Communicate with other Elected Officials** – City Council members assist the EOC Director to overcome obstacles by communicating issues and concerns of the city to county, state and federal elected officials; they may also be asked to accompany VIPs and other government officials on tours of the disaster area.

Working with the Media

In the event of a significant incident, City Council members will be contacted and briefed by the City Manager or other appropriate city representative.

In addition:

- Media briefings may be scheduled for Councilmembers to attend.
- Public Information Officers or the EOC Liaison will confer with councilmembers to brief them on the situation, current response and recovery actions and planned activities.
- Councilmembers will also be provided copies of all news releases and information by the EOC PIO.

Guidance for Councilmembers when alerted to an Incident

When you receive a call from a high-ranking official alerting you to a situation, there are several questions you should ask:

1. Ask the official for a short briefing of what is known at that time.
2. Ask how the incident is affecting your area of responsibility.
3. Ask the official what you can do at this time.
4. Be sure to obtain a number that you can call to get information. Make it clear that you want to be updated regularly or when new information is available.

When the News Media Calls First

If you receive calls from the news media or your constituents regarding an incident, it is essential that you work through the EOC Director and PIO for accurate messaging. All media interviews and press releases require development from the PIO and approval from the EOC Director. Do not engage in independent media interviews.

Emergency Services Director (City Manager)

The City Manager serves as the Director of Emergency Services for the city and is responsible for continuity of government, overall direction of city emergency operations and dissemination of public information.

The Emergency Services Director is responsible for:

- Making and issuing rules and regulations on matters reasonably related to the protection of life and property as affected by such emergency. Such rules and regulations shall be confirmed at the earliest practicable time by the City Council.
- Obtaining vital supplies, equipment, and such other properties found lacking and needed for the protection of life and property and to bind the city for the fair value thereof.
- Requiring the emergency service of any city officer, employee, or citizen of the city as is deemed necessary. Such persons shall be entitled to all privileges, benefits, and immunities as are provided by state law for registered disaster service workers.
- Executing all of his/her ordinary power as a city manager, and all of the special powers conferred upon him/her by this chapter, by resolution, or by the emergency plan adopted by the City Council pursuant to this chapter.
- Executing all powers conferred upon him/her by any ordinance, statute, or agreement approved by the City Council.

Additionally, the Emergency Services Director may be responsible for the following:

- Assisting the City Council in declaring a State of Emergency and providing support to the Incident Commander in requesting assistance through the county.
- Ensuring that all city departments develop, maintain, and exercise their respective service annexes to this plan.
- Supporting the overall preparedness program in terms of its budgetary and organizational requirements.
- Implementing the policies and decisions of the governing body.
- Ensuring that plans are in place for the protection and preservation of city records.
- Appointing an Emergency Services Coordinator(s) to oversee the city's emergency management program.

Emergency Services Coordinator(s) (Fire Chief and/or Police Chief)

The position of Emergency Services Coordinator(s) is currently delegated to the City's Fire Chief and Police Chief. The Emergency Services Coordinator(s) have the day-to-day authority and responsibility for overseeing emergency management programs and activities. The Emergency Services Coordinator(s) are appointed by, and works with, the Director of Emergency Services to ensure that there are unified objectives with regard to the city's emergency plans and activities, including coordinating all aspects of the city's capabilities. The Emergency Services Coordinator(s) coordinates all components of the local emergency management program, including assessing the availability and readiness of local resources most likely required during an incident and identifying and correcting any shortfalls. In particular, the Emergency Services Coordinator(s) is responsible for the following:

- Serving as staff advisor to the City Council and Emergency Services Director for emergency matters.
- Coordinating the planning and general preparedness activities of the government and maintenance of this plan.
- Analyzing the emergency skills required and arranging the training necessary to provide those skills.
- Preparing and maintaining a resource inventory.
- Ensuring the operational capability of the City EOC.
- Activating the City EOC.
- Serving as EOC Director and supervising the activated EOC (unless otherwise delegated).
- Keeping the governing body apprised of the city's preparedness status and anticipated needs.
- Supervising and incorporating department input into the planning process.
- Representing the city in all emergency management activities.
- Serving as day-to-day liaison between the city and county Office of Emergency Services.
- Maintaining liaison with organized emergency volunteer groups and private agencies.

Yuba City Department Directors

Department and agency directors collaborate with the executive group during development of local emergency plans and provide key response resources. City department and agency directors and their staffs develop, plan, and train to learn internal policies and procedures for meeting response and recovery needs safely. They also make staff available to participate in interagency training and exercises to develop and maintain the necessary capabilities, as well as clearly reinforce preparedness expectations. Department and agency directors not assigned a specific function in this plan will be prepared to make their resources available for emergency duty at the direction of the Mayor or the Director of Emergency Services. In the City of Yuba City, department directors will take an active position in the EOC work chart and will be responsible

for learning their ICS/SEMS roles and making sure those under their leadership understand the roles assigned to the department they lead.

Department directors are responsible for attending scheduled training and reporting for emergency duties, as required. During an emergency, department head emergency responsibilities include the following:

- Control and direct the effort and resources of their department in responding to the emergency;
- Ensure that the department can continue to provide essential services to the public and other city departments.
- Ensure that personnel and equipment resources applied to the response are documented appropriately.
- Fill their designated position in the EOC.
- Be prepared to request mutual aid and/or respond to requests for mutual aid from other jurisdictions
- Provide a briefing to the City Manager/Director of Emergency Services upon request regarding the status and availability of their department resources.

5.3 Responsibilities of All Departments

Individual departments are an integral part of the emergency organization. While some departments' staff comprise emergency response personnel, the majority of city departments focus on supporting emergency response personnel and/or the continuity of services they provide to the public.

All city departments are responsible for the following:

- Supporting EOC operations to ensure the city is providing for the safety and protection of the citizens
- Establishing, in writing, an ongoing line of succession and/or delegation of authority for each department. This document must be made known to department employees, and a copy must be filed with the City Council and Director of Emergency Services (City Manager).
- Developing alert and notification procedures for department personnel.
- Developing guidelines to implement assigned duties specified by this plan.
- Tracking incident-related costs incurred by the department, in coordination with the EOC Finance Section if activated, and submitting expenditure reports in accordance with financial management practices. Incident-related costs may occur during response or recovery phases and may include personnel overtime, equipment used/expended and contracts initiated.
- Ensuring that vehicles and other equipment are equipped and ready, in accordance with standard SOPs.
- Notifying the Director of Emergency Services and/or EOC Director or Coordinators of resource shortfalls.

- Identifying essential functions and developing procedures for maintaining and/or reestablishing services provided to the public and other city departments.
- Assigning personnel to the EOC, as charged by this plan.
- Developing and implementing procedures for protecting vital records, materials and facilities.
- Promoting family preparedness among employees.
- Ensuring that staff complete required training (including required SEMS, NIMS, and ICS training).
- Dedicating staff time for participation in training exercises.
- Preparing and maintaining supporting SOPs and annexes (including incorporation of SEMS and NIMS components, principles, and policies).

5.4 Responsibilities by Function

This group includes services required for an effective emergency management program, of which response is a key element. These agencies include fire departments, law enforcement, emergency medical service (EMS) providers, public health, environmental health, and public works departments.

Departments or agencies assigned as primary may only be responsible for coordinating with other primary or supporting agencies to ensure continuity.

Primary Agency(s)

- Identify lead agencies for emergency functions based on the agency's coordinating responsibilities, authority, functional expertise, resources, and capabilities in managing incident activities. Primary agencies may not be responsible for all elements of a function, and will coordinate with supporting agencies.

Supporting Agency(s)

- Identify agencies with substantial support roles during major incidents to ensure support and collaboration occurs with the Primary Agency assigned.

5.4.1 City Department/Allied Agency EOC Organization Assignments

In the event of an EOC activation, each city department and selected allied agencies are assigned specific functions to support emergency management operations. These assignments may involve direct participation within the EOC or provide indirect support. See the Responsibility Matrix below for **Primary (P)** and **Support (S)** roles for each city department/organization.

Emergency Operations Center Functional Assignments																	
	City of Yuba City									Sutter County					Other City/Misc.		
	City Manager's Office	Fire Department	Police Department	Information Technology	Parks & Recreation	Building Department	Finance	Public Works	Human Resources	Office of Emergency Management	Environmental Health	Public Health	Social Services	Sheriff	Economic Development	American Red Cross / TIP	Sutter Animal Services (SASA)
Action Planning	S	P	S			S	S			S		S			S		
Alerting and Warning	S	S	P	S					S	S		S		S			
Animal Care			S									S		S		S	P
Care and Shelter		S	S		P			S				S	S	S		S	
Construction & Engineering								P									
Coroner			S											P			
Damage Assessment								P									
Debris Clearance					S			P									
Evacuation		S	P											S			
Facilities					S			P									
Finance/Administration							P										
Fire and Rescue		P															
Flood Control	S							P		S							S
Hazardous Materials		P	S								S						
I.T. & Telecommunications				P													
Law Enforcement			P											S			
Legal Considerations	P									S							
Management	P	S	S							S							
Medical/Health		P										S					
Personnel									P								
Procurement							P										
Public Information	P	S	S							S							S
Public Works								P									
Services & Support					P		S										
Situation Status	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S
Transportation					S			P									
Utilities								P									
Vital Records	P																
P=Primary S=Support																	

5.5 Local and Regional Response Partners

The city's emergency organization is supported by a number of outside organizations, including the county, service organizations, local organizations and the private sector.

5.5.1 Coordination with Special Facilities

The city will coordinate with special facilities (e.g., YCUSD, YS Fairground, Rideout Emergency, etc.) to accomplish the following activities:

- Establishing strong working relationships with local jurisdictional leaders and core private-sector organizations, volunteer agencies, and community partners.
- Encouraging staff preparedness by participating in planning, training, and exercises.
- Educating staff, students, clients, etc. on facility emergency plans and procedures and the need for individual and/or family emergency planning.
- Preparing and maintaining emergency plans and SOPs.

5.5.2 Private Sector

Private-sector organizations play a key role before, during and after an incident. First, they must provide for the welfare and protection of their employees in the workplace. In addition, the city and county must work seamlessly with businesses that provide power, communication networks, transportation, medical care, security, food, supplies and numerous other services upon which both response and recovery are particularly dependent.

Essential private-sector responsibilities include:

- Planning for the protection of employees, infrastructure and facilities.
- Planning for the protection of information and the continuity of business operations.
- Planning for, responding to, and recovering from incidents that impact private-sector infrastructure and facilities.
- Collaborating with emergency management personnel before an incident occurs to ascertain what assistance may be necessary and how private-sector organizations can help.
- Developing and exercising emergency plans before an incident occurs.
- Where appropriate, establishing mutual aid and assistance agreements to provide specific response capabilities.

- Providing assistance (including volunteers) to support local emergency management and public awareness during response and throughout the recovery process.
- An identification of actions necessary to protect company property and records during emergencies.
- A company command post.
- Alternate work sites.

Target Hazards: Some key industries are potential targets for terrorist attacks and must institute measures to prevent attacks and protect their infrastructure and the surrounding community. This requires businesses to coordinate with federal, state and local governments to ensure that their emergency plans are integrated with government plans.

Hazardous Materials Area Plans: Some industries are required by law or regulation to have emergency operations procedures to address a variety of hazards. The *Cal-EMA Hazardous Materials Program* requires that businesses that handle hazardous materials that meet certain quantity or risk thresholds must submit Business Program Plans and Risk Management Plans to the Sutter County Certified Unified Program Agency (CUPA) or Administering Agency (AA). The AA can then develop Hazardous Materials Area Plans to respond to a release of hazardous materials within Sutter County.

Business Emergency Plans: This plan recommends that all businesses develop comprehensive emergency plans that include employee injury and illness prevention programs, business resumption and continuity of operations elements. A comprehensive business emergency plan can assist the business and the community at-large by providing resources, policies and procedures for personnel to follow and ensure that the long term viability of the business is supported and the community has services in place.

5.5.3 Nongovernmental and Faith-Based Organizations

Nongovernmental and faith-based organizations play enormously important roles before, during, and after an incident. In the city, nongovernmental/faith-based organizations such as the Red Cross, Trauma Intervention Program (TIP), Habitat for Humanity and various other service groups, provide or offer solutions for shelter, emergency food supplies, counseling services, and other vital support services to support response and promote the recovery of disaster victims. Nongovernmental and faith-based organizations also collaborate with responders, governments at all levels, and other agencies and organizations. These organizations depend on various levels of local, regional, state and federal assistance.

The roles of nongovernmental and faith-based organizations in an emergency may include:

- Training and managing volunteer resources.
- Identifying shelter locations and needed supplies.
- Providing critical emergency services to those in need, such as cleaning supplies, clothing, food, shelter and assistance with post emergency cleanup.
- Providing counseling and mental health services and direction.
- Identifying those whose needs have not been met and helping to coordinate assistance.

5.5.4 Individuals and Households

Although formally not part of the City's emergency operations, individuals and households play an important role in the overall emergency management strategy. As the primary beneficiaries of the city's emergency management system, community members and residents can contribute by:

- Reducing hazards in their homes.
- Preparing emergency supply kits and household emergency plans that consider all members of the household, including children and pets.
- Monitoring emergency communications carefully.
- Enrolling in CodeRed
- Volunteering with established organizations.
- Enrolling in emergency response training courses.
- Encouraging children to participate in preparedness activities.
- Following evacuation orders, shelter-in-place orders and emergency recommendations.
- Being prepared to evacuate or shelter-in-place for several days.

In future years, as the City expands Risk Reduction within the community, The City of Yuba City will be asking interested residents to join disaster volunteer programs such as Community Emergency Response Teams (CERT) and to be vigilant in remaining ready to volunteer or support emergency response and recovery efforts.

During an emergency, residents should monitor emergency communications and carefully follow directions from authorities. By being prepared, residents can better serve their family, their community and reduce demands on first responders.

5.5.5 Populations with Access and Functional Needs

According to the U.S. Census estimates in California from prior years, there are over 6 million people who identify as having a disability in California. Populations with access and functional needs include those members of the community that may have additional needs before, during, and after an incident in functional areas, including but not limited to maintaining independence, communication, transportation, supervision, and medical care.

Individuals in need of additional response assistance may include those who:

- Have disabilities
- Live in institutionalized settings
- Are elderly
- Are children
- Are from diverse cultures
- Have limited English proficiency or are non-English speaking
- Those who are transportation dis-advantaged.

Lessons learned from recent emergencies concerning people with functional needs or disabilities have shown that the existing paradigm of emergency planning, implementation and response must change to meet the needs of these groups during an emergency. These lessons show four areas that are repeatedly identified as most important to people with disabilities and older adults. They are as follows:

- **Communications and Public Information** – Emergency notification systems must be accessible to ensure effective communication for people who are deaf/hard of hearing, blind/low vision, or those who might not be able to decipher messages and understand the implications and requests.
- **Evacuation and Transportation** – Evacuation plans must incorporate disability and older adult transportation providers for identifying, processing and the moving of people with mobility impairments and those with transportation disadvantages.
- **Sheltering** – Care and shelter plans must address the access and functional needs of people with disabilities and older adults to allow for sheltering in general population shelters.
- **Americans with Disabilities Act** - When shelter facilities are activated, the state will work with local officials to ensure they accommodate the provisions of the Americans with Disabilities Act (ADA).

At-Risk Individuals

Another vital perspective to consider is the needs of people who are not in contact with traditional emergency service providers. These people may feel they cannot comfortably or safely access and use the standard resources offered in preparedness, response and recovery. These include, but are not limited to individuals who are:

- Homeless
- Without transportation
- Out of hearing range of community alert sirens
- Without radio or television to know they need to act
- Without access to telephones
- Visiting or temporarily residing in an impacted region
- Not familiar with available emergency response and recovery resources
- Limited in their understanding of English or other communicative languages
- Geographically or culturally isolated.

5.6 Operational Area Response Partners

The County of Sutter is designated as the Operational Area for the jurisdiction containing the City of Yuba City and the Sutter County Office of Emergency Services Coordinator is responsible for developing a countywide emergency management program that, through cooperative planning efforts with the incorporated communities of the county, will provide a coordinated response to a major emergency or disaster. However, the Operational Area Coordinator for Sutter County, for all Fire and Rescue, has been designated as the City of Yuba City Fire Chief and his/her designee.

As the Operational Area Coordinator, the Yuba City Fire Chief, and or his/her designee, will also coordinate fulfillment of requests for mutual aid to and from the city and county and additionally coordinate county and city resources within the operational area. If local supplies are limited, requests will be advanced to the SEMS Regional level to access resources outside the operational area.

5.7 Regional Response Partners

The City of Yuba City falls within the Inland Region of Cal OES, which has a Regional EOC located in Sacramento. The Inland Administrative Region covers three Mutual Aid Regions (III, IV, and V) that include 31 counties, 123 Cities and a population of 7.2 million.

The Inland Region consists of primarily rural jurisdictions with a few large metropolitan cities. The geography for the Inland Region is vast and varied with terrain consisting of valley floor agricultural centers, grasslands, watershed areas, high desert regions, foothill regions and mountain ranges.

Along with such diverse terrain, each area presents its own unique set of challenges and threats that affect California. Those vulnerabilities include the following:

- River and flash flooding
- Wildfires
- Dam and levee failures
- Earthquakes
- Drought
- Pestilence
- Pandemic
- Agriculture
- Avalanche hazards
- Chemical hazards

Cal OES Regions have the responsibility to carry out the coordination of information and resources within the Region and between the SEMS state and regional levels to ensure effective and efficient support to local response.

See the California Office of Emergency Services website for details on the Region's emergency management organization and detailed roles and responsibilities for State departments.

5.8 State Response Partners

Under the direction and control of department directors, agencies of state government represent the state emergency operations organization. Responsibility for conducting EFs is assigned by the Governor to the department best suited to carry out each function applicable to the emergency situation. Some state agencies may call upon their federal counterparts to provide additional support and resources, following established procedures and policies for each agency.

See the State of California Emergency Operations Plan for details on the State's emergency management organization and detailed roles and responsibilities for State departments.

5.9 Federal Response Partners

Federal response partners are typically requested by the State Operation Center in the event that state resources become limited or specialized services are needed. In most instances, federal resources become available following a formal declaration of emergency by the Governor. Thus, procedures and policies for allocating and coordinating resources at the federal level follow the California State Emergency Plan and, if necessary, the National Response Framework.

See the National Response Framework for details on the federal government's emergency management organization and detailed roles and responsibilities for federal departments.

6.0 Emergency Operations Center (EOC) Command and Control

6.1 General

The ultimate responsibility for command and control of city departments and resources lies with the City Manager. The City Manager, acting as the Emergency Services Director, will maintain direction and control of the City Emergency Management Organization, unless otherwise delegated or directed. City emergency operations, both on-scene and in the City Emergency Operations Center (EOC), will be conducted in a manner consistent with SEMS and NIMS, including use of ICS components. These response models provide a flexible, consistent, adaptable and expandable response organization to address all-hazards of varying magnitude and complexity.

During a city-declared disaster, control is not relinquished to county, regional or state authority but remains at the local level for the duration of the event. State and federal emergency agencies will work collaboratively with the Emergency Services Director and the local Yuba City EOC and the city will still perform the functions outlined in this document.

6.2 On-Scene Incident Management

Initial response to an incident will be managed by the responding agency (i.e., Police Department, and/or Fire Department), who will assign an on-scene Incident Commander. The on-scene Incident Commander is responsible for performing or directing such duties as enforcing emergency measures and designating emergency areas. During the initial response, the on-scene Incident Commander may establish an Incident Command Post and may assume the responsibilities of other Command Staff until the arrival of additional support services.

Upon establishment of ICS, the on-scene Incident Commander will notify the City Emergency Services Coordinator(s) and request activation of the City EOC, as appropriate or deemed necessary. It will be the responsibility of the Emergency Service Coordinator(s) to make the proper notification to the Emergency Services Director and initiate the EOC activation component. The on-scene Incident Commander may also establish an on-scene Unified Command structure with city, county and/or state agencies.

6.2.1 Direction, Control and Coordination

- **Command and Control:** During response to minor or moderate events, the City of Yuba City may manage the emergency with existing resources at scene or responding and the Emergency Operations Center (EOC) would not be activated under this scenario. In some instances, a Department Operations Center (DOC) may be more appropriate if deemed necessary. Personnel that are part of a field level emergency response will utilize the Incident Command System (ICS) to manage and direct on-scene operations.

Only when resources are depleted, the operational period extends beyond a reasonable and sustainable timeframe, and/or an emergency scene is beyond the response capabilities of the city, will the EOC be initiated and command and control widened to support the scene.

- **Field/EOC Communications and Coordination:** The City of Yuba City Emergency Operations Center (EOC) is activated to support field operations when an emergency requires additional resources or when requested resources exceed that which is available from within the jurisdiction. Field Incident Commanders and the city IC will establish communications when the EOC is activated. The City of Yuba City EOC will communicate with the Sutter County Operational Area EOC and the Sutter County Operational Area EOC will communicate with the Inland Region Emergency Operations Center (REOC) and the REOC will communicate with the State Operations Center (SOC).
- **Multi-agency Coordination:** Larger scale emergencies involve one or more responsible jurisdictions and or multiple agencies. Management personnel from the responsible jurisdictions form a unified command and or a Multi-Agency Coordination (MAC) group. Provision is made for situation assessment, determining resources requirements, establishing a logistical system and allocating resources. Various emergency operations centers, dispatch centers and other essential facilities located in or adjacent to the affected area could be activated at this time.

6.3 Emergency Operations Center (EOC) Support to On-Scene Operations

Depending on the type and size of incident, or at the request of the on-scene Incident Commander, the city may activate the EOC and assign an EOC Director. The primary role of the EOC and EOC Director is to support on-scene operations and coordinate city resources. The request will be submitted to the City Director of Emergency Services and/or the Emergency Services Coordinator(s), who will determine whether to activate the City EOC and will assume, or designate, the role of EOC Director.

In most instances, the on-scene Incident Commander will retain tactical control over the incident, relying on the City EOC for resource coordination, communications and public information support. In a more complex incident, the Incident Commander may relocate to the City EOC to serve as part of the Unified Command or Multi-Agency Coordination Group, ensuring proper coordination of resources across agencies. Outside assistance from the SEMS Operational Area or from private contractors will be requested and used as an adjunct to existing city services and then only when a situation threatens to expand beyond the city's response capabilities.

Upon activation of the City EOC, the EOC Director is empowered to assume executive control over all departments, divisions and offices of the city during a State of Emergency. If appropriate, the on-scene Incident Commander or EOC Director may request that the Mayor or Emergency Services Director declare a State of Emergency.

6.3.1 Emergency Operations Center Activation

The City Emergency Operation Center (EOC) should be activated when an emergency occurs or threatens to exceed capabilities to adequately respond to an incident(s). The scope of an emergency, rather than the type, will largely determine whether the Emergency Operation Plan (EOP) and EOC will be activated, and to what level, extent and involvement.

For planning purposes and ease of activation and understanding, the City of Yuba City will establish three "levels" of response to emergencies. This system will help guide local response and direct city employees that will be filling out the EOC work chart of assignments.

The three Emergency Response Levels are as follows:

- **Level Three EOC Activation:**

Level Three is a minimum activation involving a minor-to-moderate incident wherein local resources are adequate and available. This level may be used for situations that initially only require a few people for small events or pending threats, e.g., a short-term earthquake prediction; alerts of storms or a weather watch event; or monitoring of a low risk planned event. At a minimum, Level Three staffing consists of the EOC Director and a minimal number of key emergency managers are sufficient to monitor the situation and carry out basic functions. Section coordinators and a situation assessment activity in the Planning and Intelligence Section may be included in this level. Other members of the organization could also be part of this level of activation, e.g., the Communications Unit, from the Logistics Section, or an Information Officer. A Local Emergency may or may not be declared and often times this activation may involve a Department Operations Center (DOC) activation only.

- **Level Two EOC Activation:**

Level Two activation is normally achieved as an increase from Level Three or a decrease from Level One. This activation level is used for emergencies or planned events that would require more than a minimum staff but would not call for a full activation of all organization elements. One person may fulfill more than one SEMS function in the process of building out level two. The EOC Director, in conjunction with the general staff, will determine the required level of continued activation under Level Two, and demobilize functions or add additional staff to functions as necessary based upon event considerations. These are often a moderate to possible severe activation wherein local resources are not adequate and mutual aid may be required on a regional or even statewide basis. Approximately 12-25 staff could be activated to serve functions. This is often the most common activation. Representatives to the EOC from other agencies or jurisdictions may be required under Level Two to support functional area activations. Level Two activation could be a more common occurrence for planned events (i.e. Sikh Parade or Large-Scale Community Event).

- **Level One EOC Activation:**

Level One activation involves a complete and full activation with all organizational elements at full staffing. Level One would normally be the initial activation during any major emergency where resources in or near the impacted area are overwhelmed and extensive state and/or federal resources will be required. The numbering sequence of EOC staffing progression is established in the SEMS guidelines and is the opposite of the NIMS numbering sequence. Given that the SEMS guideline has been in place since the inception of SEMS, this plan recommends continuing the sequence as established in the SEMS guidance documents. At this level a local emergency and a State of Emergency will be proclaimed and a Presidential Declaration of an Emergency or Disaster

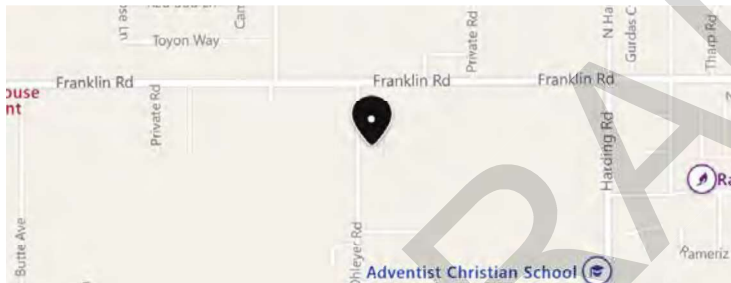
could be requested for federal assets and assistance. This will be a full activation of the Yuba City EOC Organizational Chart.

The City EOC will be activated and staffed by City personnel and representatives from allied agencies, jurisdictions, and organizations as appropriate.

6.3.2 Emergency Operations Center Location

The **primary location** for the City EOC is:

Yuba City Fire Station #4
150 Ohleyer Road
Yuba City, CA 95993



****The location of the EOC can change as required by the needs of the incident. Coordination and control for city emergency resources will take place from the EOC as long as environmental and incident conditions allow. However, if conditions require relocation of the EOC, then the EOC Director will designate an alternate facility.***

The **secondary location(s)** for the City EOC, in the event that city EOC personnel are working in an unsafe environment or surrounding, will be the following locations (per MOU agreements):

Chico Fire Training Center
1466 Humboldt Road
Chico, CA 95928

Yolo County Admin Center
625 Court Street
Woodland, CA 95695

6.3.3 Emergency Operations Center Staffing

Depending on the incident type, size and complexity, city departments will provide staff to the EOC to assist in the emergency management and support phase of an incident. The city may receive assistance or collaboration from the County OES to support the EOC. If the incident expands or contracts, changes in jurisdiction or discipline, or becomes more or less complex, the on-scene Incident Commander or EOC Director may change to meet the needs of the incident. These changes can occur at any time. In the event that local staffing resources are not adequate to maintain the City EOC, the city may submit a request for support to the operational area. The operational area can then coordinate with the region to request assistance from the state to meet local resource needs.

City departments involved in emergency response and personnel assigned to command and general staff (if previously designated) are required to report to the EOC upon activation. Personnel assigned to the EOC have the authority to make the decisions associated with their command and general staff positions.

Due to the limited personnel and resources available in the city, it is imperative that all primary and alternate EOC staff be trained on ICS/SEMS functions outside their areas of expertise. Regularly exercising ICS, including sub-functions and liaison roles, with volunteers and other support staff will improve overall EOC operation efficiency.

6.3.4 Emergency Operations Center Action Plan

Action Planning is an essential element and important management tool of SEMS at the local government level and involves the following:

- A process for identifying priorities and objectives for emergency response coordinating, supporting, or recovery efforts.
- Plans that document the priorities and objectives, and the tasks and personnel assignments, associated with meeting the objectives.

The action planning process should involve the EOC Director and general staff, along with other EOC elements, special district representatives, and other agency representatives. The Planning/Intelligence Section is normally responsible for development of the action plan and for facilitation of action planning meetings.

Action plans are developed for a specified operational period that may range from a few hours to 24 hours. The operational period is determined by first establishing a set of priority actions that need to be performed

and then setting a reasonable time frame to establish and accomplish those actions. The action plans need not be complex but should be sufficiently detailed to guide EOC elements in implementing the priority actions.

6.3.5 Access and Security

During an emergency, access to the City EOC will be limited to designated and assigned emergency operations personnel due to the large volume of incoming and outgoing sensitive information and plans. The EOC Director may allow access on an individual, case-by-case basis, but these instances will be limited in scope and duration. Appropriate security measures will be in place to identify personnel who are authorized to be present and ensure that sensitive information remains at the EOC and is not spread without authorization and careful evaluation.

6.3.6 Deactivation

Each incident will be continuously evaluated to determine the need for continued operation of the EOC after the emergency response phase of the incident has been completed or is slowing in pace and duties. This decision is made by the on-scene Incident Commander, EOC Director, Director of Emergency Services, and/or Emergency Services Coordinator(s).

During the initial phase of the recovery period for a major disaster, it may be desirable to continue to operate the City EOC during the day with limited staffing to facilitate dissemination of public and local government disaster relief information. This alternative should be weighed against the option of immediately requiring the Director of Emergency Services (or designee) to manage recovery operations as part of his/her non-emergency-related responsibilities.

The Emergency Services Director has the final approval authority for activation and closure of the EOC. Once the decision has been made to limit hours/staff or close the EOC, notification must be disseminated to the operational area and any other agencies that were notified it was activated. If necessary, the EOC may also be re-opened and emergency operations re-initiated at any time. As with initial activation, re-activation of the EOC would occur at the direction of the Director of Emergency Services and/or Emergency Services Coordinator(s).

6.3.7 Emergency Operations Center Coordination and Collaboration (Outside Departments/Private)

Coordination with Field Response Level

Communications and coordination must be established between the EOC and field responders who are responding within the city boundaries. This is accomplished through coordination with the Department Operations Centers (DOC), when activated, and as necessary through the city EOC.

Coordination with Sutter County Operational Area and Other Jurisdictions

Direct communications and coordination should be established between Yuba City, Sutter County and any operational area members jurisdiction who have activated an Emergency Operations Center (EOC). Additionally, as time permits, communications will be established by the county with other member jurisdictions that have not activated their EOCs. It should be the goal to establish communications, by any means available and with whomever is available, regardless of their functional EOC position. Ideally, communications and coordination amongst the city, county and special district EOCs will occur along functional lines and these collaborative relationships will foster a common message and action plan. This process is vital to the success of an area's operational response and recovery and coordination should be established and worked on prior to any emergency and event.

An agency representative from any operational area jurisdiction that activated its EOC may request to have a liaison at the city's EOC and this request will be coordinated through the Sutter County EOC or the Emergency Services Manager if the county EOC is not yet activated. Due to space limitations, this would only be recommended during complex or large-scale operations between the city and other operational area members.

Coordination with the County and Special Districts

The emergency response role of county and special districts is generally focused on restoring their normal services or functional area of responsibility. During disasters, some types of special districts will be more extensively involved in the emergency response by directly coordinating, communicating, and assisting local governments (for instance utilizing school districts for incidents involving shelters, school facilities). If a special district does not send a representative to the EOC, then the Liaison Officer in the EOC will be responsible for establishing communications and coordination with the special district liaison.

Coordination with the Inland Region Emergency Operations Center

Communications with the Inland Region Emergency Operations Center (REOC) are conducted through the Sutter County Operational Area Coordinator. The REOC will work with the operational area directly on behalf of the city and the methods are described as follows:

- Primary Method - The REOC sends a field representative to the operational area.
- Alternate Method - The operational area and the REOC coordinate through various telecommunications systems.

Coordination and communications between the City of Yuba City EOC and the Inland REOC will occur between the five SEMS functions. Direct coordination and communications will also be established between the Operational Area Mutual Aid Coordinators, who are located in the Sutter County EOC, if activated, and the Region's Mutual Aid Coordinator, who may be located in the REOC.

Coordination with State and Federal Field Response

There are some instances where a state or federal agency will have a field response. State agency field responses may result from a flood, large scale fire response, oil spill, hazardous materials accident on a highway or any other hazard scenarios that are beyond a local response capability.

Federal field response could result from the same scenarios or a military aircraft accident and/or terrorism incident. When a state agency or federal agency is involved in field operations, coordination may be established with the City of Yuba City EOC. State or federal agencies operating in the field may be found in any ICS section, branch, or unit or part of a unified command. The agency's responsibilities in responding to the incident will determine their location in the organization and what their duties and assignments should entail. Per SEMS/NIMS, any multi-agency response will require the formation of a unified command structure.

Coordination with Volunteers and the Private Sector

Within Sutter County and the City of Yuba City, coordination of response activities with non-governmental organizations may occur. Privately-owned utilities, such as PG&E will frequently send representatives to activated EOCs to facilitate coordination of critical facility restoration. The City EOC will address volunteer requests from the general public by directing them to the logistics section or the Emergency Volunteer Center (EVC) if activated or established. The city should train and emphasize the need for coordinating and establishing an emergency volunteer section of emergency response and recovery. Other private sector

corporate interests may contact the EOC through the appropriate liaisons to express their interest in assisting in response and recovery operations. City Council members could help field local volunteer requests and work through the proper channels to provide notification.

6.4 Department Operations Centers

In some circumstances a particular city department may have primary responsibility for coordinating the city's response to an emergency without the need for full activation of the city EOC. In that case, the department could choose to establish a Department Operations Center (DOC) to support operations within that particular department and/or city response to an event. The DOC would be the primary method of communicating the plan and updating individual city departments of current events, actions and response.

These departments may include the following:

City Fire Department – Fire emergencies

City Police Department – Incidents with security impacts

City Public Works Department – Incidents with infrastructure impacts (roads, water/wastewater systems)

City of Yuba City All Departments—Incidents involving overall health and well-being of residents and city employees

Upon activation of a DOC, notification will be made to the Emergency Services Director and Emergency Services Coordinator(s). The city may choose to activate the EOC to consolidate coordination efforts and in that specific case, the DOC would function within the incident command post or EOC.

6.4.1 PURPOSE AND SCOPE

The Department Operations Center (DOC), when activated, serves as a coordination point for City of Yuba City departments (both collectively and individually). The DOC could be established and implemented to handle emergency response activities during major incidents and/or planned events. It provides direct support to any field level command post(s) or established Incident Management Teams (IMTs), and can serve as the initial set up prior to an EOC activation to provide situational updates to key department members.

6.4.2 ORGANIZATION

The DOC should follow standard organization under the Incident Command System (ICS), and can be scaled up or down based on the necessity or perceived severity of an incident or event.

The Emergency Services Director and/or Emergency Services Coordinator(s) or designee shall designate a member of the department to serve as the DOC Director based on the circumstances surrounding an event or incident. The DOC Director can be a sworn or professional staff member with the appropriate experience and training needed to perform the duties.

The DOC Director shall consider a combination of the following positions under the Incident Command System (ICS) for staffing:

1. Deputy Incident Commander (Deputy I/C)
2. Liaison Officer
3. Public Information Officer
4. Safety Officer
5. Operations Section Chief
6. Logistics Section Chief
7. Planning Section Chief
8. Finance and Administration Section Chief

6.4.3 ACTIVATION AUTHORITY

Activation of the DOC can be initiated for different types of incidents and planned events that may necessitate coordination and support from the DOC.

The following Department Members have the authority to activate the Department Operations Center (DOC) for incidents or pre-planned events:

1. Emergency Services Director (City Manager)
2. Emergency Services Coordinator(s) (Police Chief / Fire Chief)
3. Executive Team Members or designee from any of the above positions

6.4.4 NOTIFICATIONS

Upon activation, the DOC Director shall be responsible for making notifications regarding the DOC and the estimated timeframe of the operational period(s) to the city department members listed below. This can be accomplished through the Executive Team or through the DOC Liaison Officer.

1. Yuba City Mayor
2. Yuba City Council Members
3. Yuba City Department Heads
4. Yuba City Supervisors (mid-managers and first level managers)
5. Sutter County Office of Emergency Management

The entities listed above will communicate within their individual department to ensure a common objective, message and response.

6.4.5 DOC DUTIES

The following information explains the primary responsibilities of the DOC:

1. Provide situational updates to executive command staff, the operational area and other mutual aid partner agencies that may impact overall department readiness and response capability.
2. Develop specific plans that provide emergency preparedness and response information for impending incidents/events throughout the department or city.
3. Coordinate and manage the assignment of city resources to report to incident command.
4. Establish and maintain agency liaison functions during incidents/events that involve the city, city departments, county or mutual aid agencies or resources.
5. Serve as the central coordination point for gathering, analyzing and disseminating emergency information or intelligence (internally and externally) to other agencies/ divisions, contract cities, county/OA EOC and mutual aid partners.
6. Coordinate appropriate resource requests through the city for any and all mutual aid requests.
7. Provide extended or expanded emergency incidents with appropriate communications and logistical support.
8. Maintain and display current and accurate incident situation and resource status information.

6.4.6 DOC ACTIVATION LEVELS

The Department's DOC operates on 3 general levels or phases of activation/operation:

1. Level 1 (Heightened Awareness)

Level 1 is the lowest level of activation and may require the least amount of personnel. This level requires the Emergency Services Director to be aware of potential situations and make any required notifications outlined in documentation of the activation. This level can be as low as routine day-to-day operations or a virtual activation in which positions are designated and personnel are identified; however, staffing may not be immediately required.

2. Level 2 (Modified Tactical Alert)

Level 2 is a moderate level of activation that may require a pre-determined cadre of personnel or a DOC Manager to be appointed to operate. These personnel shall fill designated DOC positions based on the type of hazard and additional requests may be designated for shift relief if an event extends into multiple operational periods or there is a determined need for a possible EOC activation.

3. Level 3 (Tactical Alert)

Level 3 is the full activation of the City of Yuba City Department Operations Center. This level may require a growing number of city employees, EOC position buildout or a specific Incident Management Team (IMT) to operate. These personnel shall fill positions designated by the DOC Director and may require deployment to a pre-determined location or command post. The DOC may become the single point of ordering of supplies, equipment, resources, etc. for the city.

These activation levels are consistent with the Standardized Emergency Management System (SEMS), the California Office of Emergency Services (Cal-OES), and the City of Yuba City Emergency Operations Plan (EOP).

The level of staffing in the DOC is flexible and scalable driven by the type, size and requested resources for individual incidents/events. The DOC Director will determine the appropriate staffing level and relay pertinent information of the scale of the activation and position need requests. DOC's are intended to ease the command load on the city and ensure common objectives are relayed and messaging and response is clear and followed.

6.4.7 DOCUMENTATION

Activity logs for each staffed DOC position shall be required and the DOC Director shall have the responsibility of ensuring this task is followed and completed. These documents are critical and shall be given the utmost priority. Logs shall be accurately maintained for the duration of the DOC activation and shall be used to document all actions taken during the course of the DOC activation.

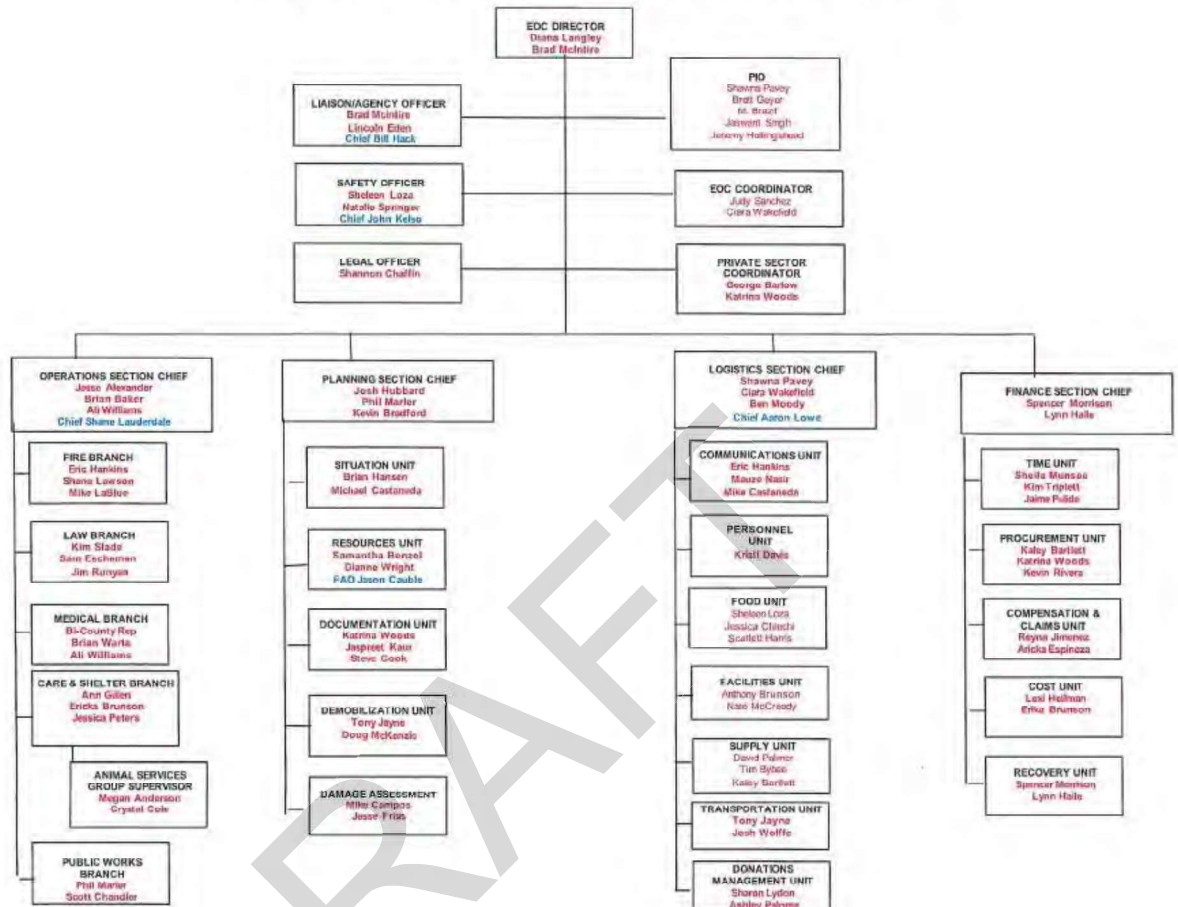
6.5 Incident Command System

ICS is a standardized, flexible, scalable, all-hazard incident management system designed to be utilized from the time an incident occurs until the need for management and operations no longer exists. The City of Yuba City will utilize ICS to manage resources and activities during an emergency response, in order to communicate with other responding agencies using common terminology and operating procedures. The city ICS structure can be expanded or contracted, depending on the incident's changing conditions.

During a large-scale incident, it can be staffed and operated by qualified personnel from any emergency service agency and any city department member who has received the proper training, this could include personnel from a variety of disciplines. The city ICS structure can also be utilized for lower level emergencies such as a minor incident involving a single emergency response agency. The city has established an EMO, supporting EOC activation and ICS operational procedures and position checklists. These checklists and corresponding ICS forms can be found in the Yuba City Emergency Management Plan Folder located on the City OneDrive.

****See following page for example of YC-EOC organization chart. This chart will be included in the back of the EOP.***

YUBA CITY EOC ORGANIZATIONAL CHART



6.6 Emergency Operations Center (EOC) Duties

6.6.1 Emergency Operations Center Director

The EOC Director is responsible for EOC operations when it is activated and has overall responsibility for coordinating resources in support of emergency operations.

In general, the EOC Director is responsible for the following:

- Maintaining EOC operations in accordance with the principles of SEMS, NIMS and ICS.
- Approving and supporting implementation of an Incident Action Plan (IAP).
- Coordinating activities supporting emergency operations.
- Approving release of information through the PIO.

- Performing the duties of the following Command Staff if no one is assigned to the position:
 1. Safety Officer
 2. PIO
 3. Liaison Officer
- If the incident expands or contracts or if the incident changes in jurisdiction, discipline or complexity, the EOC Director may change to meet the needs of the incident.
- Sets priorities, promotes unity of effort and ensures guidance and contingency plans are set for EOC staff and support services.
- Ensures EOC staff sets clear guidance and directives and follows up on actions once initiated.
- Reports to City Mayor and Council Members on policy and plans.
- Coordinates with the OES Inland Region.
- Manages transition from response to recovery and makes proper notifications.

6.6.2 Emergency Operations Center Command Staff

Safety Officer

The Safety Officer is responsible for the safety and operations of all emergency response personnel as well as the safety and operations of EOC command and general staff personnel. The Safety Officer will continually be tasked with monitoring and assessing hazardous and unsafe situations and developing measures for assuring personnel safety and clear messaging and planning. They will put emphasis on correcting the unsafe acts or conditions, through the regular line of authority, although the officer may exercise emergency authority to stop or prevent unsafe acts when immediate action is required. The Officer maintains awareness of active and developing situations, approves the Medical Plan (ICS Form 206), and includes safety messages in each Incident Action Plan.

The Safety Officer's responsibilities include:

- Identifying initial hazards, determining personal protective equipment requirements and defining decontamination areas.
- Implementing site and access control measures.
- Monitoring and assessing the health and safety of response personnel and support staff.
- Preparing and implementing a site Health and Safety Plan and updating the EOC Director, on-scene Incident Command, and Operations Chiefs as necessary regarding safety issues or concerns.
- Exercising emergency authority to prevent or stop unsafe acts.

Public Information Officer

The PIO will be charged to help coordinate and manage the city's public information network, including local, county, regional, and state agencies, as well as tribal entities, political officials and other emergency management stakeholders. They will be responsible for the formulation and release of information about the incident to the news media and other appropriate agencies and organizations. The Information Officer (PIO) will be the point of contact for the media and other government agencies that desire information directly from the incident.

The PIO's duties include:

- Developing and coordinating release of information to incident personnel, media and the general public.
- Coordinating information sharing among the public information network through the use of a Joint Information System (JIS) and if applicable participating in a JIC.
- Implementing information clearance processes with the EOC Director.
- Conducting and/or managing media briefings and implementing media-monitoring activities.
- Receiving, formulating and distributing accurate information to appropriate agencies and organizations.
- Acting as the point of contact for outside agencies to gather information about the incident.
- Managing and ensuring all social media platforms related to the incident are consistent in message and content.

Liaison Officer

The Liaison Officer is the primary point of contact for assisting and cooperating agency representatives. This includes agency representatives from fire agencies, law enforcement, public works, engineering organizations, independent contractors and other various volunteer organizations (Red Cross, TIP, etc.). The Liaison Officer will be from the jurisdictional agency operating and coordinating the EOC and all other agencies or representatives not involved in the unified command would coordinate through the Liaison Officer.

Responsibilities typically associated with a liaison role include:

- Serving as the contact point for local government officials, agency or tribal representatives and stakeholders.
- Coordinating information and incident updates among interagency contacts, including the public information network.

- Providing resource status updates and limitations among personnel, capabilities, equipment, and facilities to the EOC Director, government officials, and stakeholders.
- Ensure outside agency representatives have a clear understanding of their roles and responsibilities as they pertain to the incident.

Miscellaneous EOC Command Staff Positions

The following positions may be activated and filled depending on the extent of the emergency and the need determined by the EOC Director:

- Emergency Operations Center (EOC) Coordinator
- Private Sector Coordinator
- Legal Officer

Emergency Operations Center (EOC) Coordinator

The Emergency Services Coordinator serves the role as the primary assistant to the Emergency Operations Center (EOC) Director and may serve as the deputy/assistant Director of the EOC.

The Emergency Operations Center Coordinator primary duties include the following:

- Ensures all assigned staff and resources follow the guidance and direction laid out by the director.
- Assists the director to organize the appropriate level of EOC organization.
- Continually monitor the staffing pattern outlined by the director and ensure that functional positions are staffed to the greatest effect with the resources available.
- Assume specific responsibilities outlined and assigned by the director.
- Assist in the layout and setup of the initial EOC activation.

Legal Officer

The Legal Officer is tasked with the responsibility to support the EOC and EOC Director with legal advice and recommendations that directly affect the city and their response to various emergency situations.

The Legal Officer's primary duties include:

- Provide legal guidance and direction to the EOC Director and communicate with the City Council on issues critical to emergency response.
- Provide expertise on issues related to recovery and mitigation.

- Ensure all directives, rules, ordinances and regulations meet legal requirements.
- Participate in the development and implementation of declarations, proclamations, evacuations and related emergency management legal matters.

6.7 ADMINISTRATION

6.7.1 Introduction

The Administration function manages all financial, administrative and cost analysis aspects of the emergency. Initially this work may be done in the EOC, but in later stages of the emergency this function may be accomplished at other locations.

6.7.2 Damage Assessment

The Damage assessment is the process of identifying and quantifying damages that occur as a result of a disaster. The objective of the damage assessment is to provide situational awareness to the EOC about the state of critical and essential functions to help facilitate the move from response into recovery. It also facilitates the decisions to appropriately direct resources and teams and is ultimately used as the initial basis to justify or determine state or federal assistance.

Damage assessment is conducted in two phases:

- Initial Damage Estimate (IDE)
- Preliminary Damage Assessment (PDA)

Initial Damage Estimate (IDE):

This estimate begins immediately after the incident occurs and helps to determine life safety issues and is responsible for identifying the hardest hit areas to help estimate the damaged infrastructure. The initial damage assessment determines whether more detailed damage assessments are necessary and identifies those areas where further efforts should be concentrated.

Preliminary Damage Assessment (PDA):

This assessment is done to verify the initial damage assessment (especially for state/federal assistance) and gather additional information on areas or functions that are going to require additional resources so recovery can be prioritized and planned for.

6.7.3 Processes

Windshield Surveys

Following a disaster, on-duty fire, police and public works field units perform windshield surveys. The survey is done quickly, without exiting the vehicle, and includes a brief observation of the structure or area for obvious damages. The Red Cross, Cal-OES or FEMA may also be tasked with assisting with windshield surveys and initial impression evaluation. Windshield surveys may also be used to develop the Initial Damage Estimate (IDE) discussed in the previous section.

Safety Assessment

Following the emergency event and with high priority, a Rapid Safety Assessment is conducted on occupied buildings and pre-designated essential facilities (e.g., occupied structures, access roads, bridges, utilities etc.) The assessment involves an immediate visual inspection by Safety Assessment Teams (SATs) assigned by the EOC Safety Assessment staff to identify unsafe structures/area and obvious hazards. Unsafe structures are evacuated immediately, hazardous conditions are secured and occupied buildings are posted as Unsafe, Restricted Use or Inspected, as indicated. The inspection and assessment process will be performed in accordance with the Applied Technology Council (ATC-20-2) *Procedures for Post Earthquake Safety Evacuation of Buildings*. Mutual aid for the conduct of these assessments can be obtained through the Safety Assessment Program overseen by Cal EMA.

Detailed Inspection

Based on findings from the SATs, detailed inspections are performed on damaged facilities by personnel assigned by the EOC Safety Assessment staff. This inspection includes a more thorough examination to document damages, identify repair and assess for the need for bracing and shoring requirements. This inspection is important to evaluate the initial posting of occupied structures and identify facilities that require an engineering assessment as the next step. The condition of occupied structures may be upgraded or downgraded based on the results of the inspection.

Engineering Assessment

Licensed engineers conduct detailed assessments on damaged structures and facilities to prepare plans for repairs, reconstruction and engineering cost estimates. Depending on the type of facility and the nature of the damage, civil, structural, mechanical and other specialty engineering services may be contracted.

Damage Assessment Chronology Summary

*Refer to **Damage Assessment Chronology Summary Chart** on the following page:

Damage Assessment Chronology		
Time Frame	Purpose	Method/Teams
Windshield Survey		
0-12 hours post-event	Locate and identify casualties and hazards to aid the direction or response efforts.	1. Windshield Survey Form 2. Police, Fire and Public Works field units, and ARC
Safety Assessment		
0-24 hours post-event	Identify life safety problems, obvious structural or utility damage. Includes assessment of roads, bridges, tunnels, and access areas. Buildings are posted "Unsafe" (Red), "Restricted Use" (Yellow), or "Inspected" (Green). The assessment is also used to identify requirements for barricades.	1. ATC-20-2 Rapid Evaluation Safety Assessment Form 2. Safety Assessment Teams assigned by the EOC Safety Assessment staff
Detailed Damage Assessment		
24 hours to 1-week post-event	Identify and document damage and initial cost estimates. Inspect structures, bridges, tunnels, water lines, fire alarm systems, sewer lines, street lights, and roadways. The assessment is also used to prepare for emergency repairs, bracing and shoring.	1. ATC-20-2 Detailed Evaluation Safety Assessment Form 2. ATC-20-2 Fixed Equipment Checklist 3. Safety Assessment Teams assigned by the EOC Safety Assessment staff
Engineering Assessment		
1 week to 2 months post-event	A quantitative engineering evaluation of damage. This assessment is used to prepare plans for permanent repairs and to prepare engineering cost estimates.	1. Engineers and architects 2. Consulting structural, mechanical and geotechnical engineers

Figure 9 - Damage Assessment Chronology Summary Chart

6.7.4 Documenting and Reporting Damage Assessments

Reporting

Any damage that immediately endangers life safety or the continued safe operation of a facility, should be immediately reported to the EOC Operations Section and this evaluation process and updating should occur routinely. Initial damage, secondary damage and damage growth should be evaluated to ensure all information and reports are accurate and up to date. As this reporting process is updated, copies of all damage reports should be forwarded to the Planning Section for review, analysis and posting on status boards.

Windshield Survey

Field units should report hazards or major damage, via phone or radio, to the assigned EOC Operations Section Chief or his/her designee and Community Emergency Response Teams (CERTs) or volunteer service groups (if available and involved) should report any damage observed via phone or runner to their predetermined liaison contact.

Safety Assessment

The results of safety assessments are reported by SATs to the assigned Operations Section Safety Assessment staff via phone or radio. Based on the results of these assessments, initial response strategies and priorities may be received by the Operations Section Chief.

Detailed Damage Assessment

Each SAT submits its findings in writing on the appropriate form to the EOC Safety Assessment staff. The Safety Assessment staff arrange for further engineering assessments based on the findings from this assessment. Copies of all forms are forwarded to the Planning Section for the Situation/Status Report.

Engineering Evaluation

Each SAT submits its findings in writing to the EOC Safety Assessment staff. The engineering reports will include all supporting materials, such as drawings, calculations, cost estimates, etc., and will be used to develop, repair and reconstruct plans.

Documentation

Police, Fire and Public Works field units conduct the Windshield Surveys and document their findings. The information may be reported verbally to the EOC, or to the appropriate Law, Fire or Public Works representative who in turn records the information.

6.8 AFTER ACTION REPORTING

The Standardized Emergency Management System (SEMS) and National Incident Management System (NIMS) protocols require any city or county declaring a local emergency for which the Governor proclaims a State of Emergency, to complete and transmit an After-Action Report (AAR) to Cal-EMA within 90 days of the close of the incident period.

At a minimum, the after-action report will provide the following:

- Response actions taken
- Application of SEMS
- Suggested modifications to SEMS
- Necessary modifications to plans and procedures
- Training needs
- Recovery activities to date

The after-action report will serve as a source for documenting Yuba City's emergency response activities and identifying areas of concern and successes. It will also be utilized to develop a work plan for implementing improvements in the future.

The goal of the after-action report will be to provide a composite document for all SEMS levels, providing a broad perspective of the incident, referencing more detailed documents and addressing all areas specified in regulations. It will include an overview of the incident, including attachments, and will also address specific areas of the response. It will be coordinated with, but not encompass, hazard mitigation efforts and may be included in the "recovery actions to date" portion of the after-action report.

The Director of Emergency Management Services will be responsible for the completion and distribution of the after-action report, including sending it to the California Emergency Management Agency (Cal-EMA) within the required 90-day period.

For the City of Yuba City, the after-action report's primary audience will be Cal EMA, the Emergency Services Director, Emergency Services Coordinator(s) and all city employees. As public documents, these reports are accessible to anyone who requests a copy and will be made available through the City Manager's Office as part of the Public Information Act.

Therefore, the after-action reports should be written in clear text with it being well structured, brief and well-presented and geared to the primary audience. Data for the after-action report will be collected from debrief reports, RIMS documents and other documents developed during the disaster response. Additional

emphasis should be placed on discussions with emergency responders. The most up-to-date form, with instructions, can be found on RIMS.

6.9 Emergency Operations Center General Staff

6.9.1 Operations Section Chief

The Operations Section Chief position is typically filled by the lead agency managing response activities for a specific type of incident and is responsible for the management of all operations directly applicable to the primary mission. The Operations Chief activates and supervises organization elements in accordance with the Incident Action Plan and directs its execution while additionally directing the preparation of unit operational plans, requesting or releasing resources, making expedient changes to the Incident Action Plan as necessary and reports such to the EOC Director.

The Operations Section is primarily designed and organized into functional units representing agencies involved in tactical operations. The following agencies and organizations are typically included in the Operations Section:

- Fire – emergencies dealing with fire, search and rescue, earthquake or flood response or hazardous materials.
- Law Enforcement – incident(s) involving civil disorder/disturbance, significant security/public safety concerns, transportation-related accidents and/or criminal investigations.
- Public Health Officials / Medical Branch – contamination issues, disease outbreaks, and/or emergency incidents posing threats to human, animal and/or environmental health. Additionally, the triage, treatment and transport of individuals needing medical attention or evaluation.
- Public Works – incidents resulting in major utility disruptions, damage to critical infrastructure and/or building collapse.
- Care and Shelter Branch-The evaluation of individuals needing assistance with basic necessities (food/clothes/shelter) and the evaluation and care for those with functional needs.
- Animal Services- Identifies and coordinates with the sheltering of stray animals, relocation and evacuation of animals to safe locations, the collection and disposal of deceased animals and coordinates information, via the PIO, to residents seeking information or details.
- Private entities, companies and nongovernmental organizations may also support the Operations Section. Examples of these organizations' assistance may provide or include the following:
 1. Grassroots social media support for situational awareness, as well as identifying and connecting resources to citizens in need.
 2. Non-hazardous debris clearance collection and disposal.

- Developing and coordinating tactical operations to carry out the IAP.
 1. Managing field response activities
 2. Directing implementation of unit operational plans
 3. Requesting resources as needed
- Managing and incorporating community partners and stakeholders (private entities, companies, and nongovernmental organizations) into response operations and plans.

6.9.2 Planning Section Chief

The Planning Section is responsible for forecasting the needs of the response as well as implementing appropriate procedures and processes. Additionally, the Planning Section is responsible for the collection, evaluation, dissemination and use of information about the development of the incident and status of resources, in the current mode and moving forward within an incident.

The purpose of the information from the Planning Section is to:

- 1) Understand the current situation.
- 2) Predict probable course of incident events.
- 3) Prepare alternative strategies and control operations for the incident.

This Section Chief is typically supported by five primary units: **Resources, Situation, Documentation, Demobilization, and Damage Assessment.**

The Planning Chief is responsible for:

- Collecting and evaluating information and distributing incident information through status summaries.
- Maintaining resource status, availability and need.
- Preparing and disseminating the IAP, including developing alternatives for tactical operations.
- Conducting planning meetings.
- Establish information requirements and reporting schedules for all ICS organizational elements for use in preparing the Incident Action Plan.
- Notifying the Resources Unit of personnel and equipment that has been activated, including names and locations of assigned personnel.
- Establish a weather data collection system when necessary.
- Assemble information on alternative strategies, future outlooks and contingency planning.
- Identifying the need for use of specialized resource(s).
- Provide periodic predictions on incident potential.

- Compile and display incident status summary information.
- Advise general staff of any significant changes in incident status.
- Ensure that normal agency information collection and reporting requirements are being met.

6.9.3 Logistics Section Chief

The Logistics Section is typically supported by the units responsible for supplies, food, communications, medical services, facilities and ground support. Depending on the incident's type and size, these units can be divided into two branches: Service and Support and have seven units supporting these branches. The Units established in the Yuba City EOC are as follows: **Communication Unit, Personnel Unit, Food Unit, Facilities Unit, Supply Unit, Transportation Unit and Donation Management Unit**. The Section Chief participates in development and implementation of the Incident Action Plan and activates and supervises the branches and units within the Logistics Section.

The Logistics Chief is responsible for:

- Managing various resources to meet the needs of incident personnel, such as transportation-related equipment, EOC staff support services, supplies, facilities and personnel.
- Coordinating with the Planning Section to estimate future support and resource requirements.
- Assisting with development and preparation of the IAP.

Logistics Resource Priorities

When activated, the Yuba City Emergency Operations Center establishes priorities for resource allocation during the emergency. All city resources are considered part of a pool, which may be allocated by the city EOC to fulfill priority missions. Each department retains control of its non-assigned resources until released for an emergency assignment by the EOC.

Logistics Resource Requests

Resource Requests will be made through one of the following processes:

- Discipline-specific (usually Fire and Law) mutual aid systems: Requests for resources that are normally within the inventories of the mutual aid system will go from local coordinator to Operational Area Mutual Aid Coordinator to the Regional Mutual Aid Coordinator.
- All other resource requests will be made through the logistics function at each level.

Resource requests from jurisdictions within the city will be coordinated with the Sutter County OA EOC to determine if the resource is available internally or other more appropriate sources located within the OA. Emergency Management Mutual Aid Coordinators at each level will communicate and coordinate with each other to maintain current status on resource requests and allocations within the disaster area. The availability of resources is needed to plan for future requests.

Resource requests from the City of Yuba City EOC to Sutter County OA EOC will be verbally requested and then documented on the Resources Request Form available on the One Drive under supporting documents or forms. Available resources will be allocated to the requesting local government field Incident Commander and if requests for a specific resource exceed the supply, the available resources will be allocated consistent with the priorities established through the action planning process. The Section Chiefs in the city EOC are responsible for ensuring that priorities are followed.

Resources that are not available within the OA will be requested through the regional level which is the State's Inland REOC. Resource requests for equipment, personnel or technical assistance not available to the city should be coordinated with the Sutter County OA and requested through the Sutter County OA level and system. Once the resource requested is coordinated, approved and deployed, the Resource Status Unit is responsible for tracking the resource in coordination with various Operations Branches

Yuba City Emergency Resource Directory

The Yuba City Police and Fire Departments maintain an Emergency Resource Directory that lists available vendors, supplies, and equipment that can be available during a disaster situation. ***This list can be found in the appendix at the end of this document.***

6.9.4 Finance Section Chief

The Finance Section is activated for large-scale emergencies or incidents that require emergency funding or use of specialized services and equipment that are not within the city's resources. The Finance Section is ultimately responsible for all financial and cost analysis aspects of the incident and for supervising members of the Finance Section to ensure all associated costs are tracked and documented. Potential units assigned to this section include **Compensation/Claims, Procurement, Cost, and Time and Recovery**. Conversely, during some incidents responding agencies may not require outside assistance as only relatively minor finance or administrative operations are required or necessary. In these instances, the Finance/Administration section can be staffed by a technical specialist in the Planning Section.

The Finance and Administration Chief is responsible for the following:

- Monitoring costs related to the incident.
- Maintaining accounting, procurement and personnel time records.
- Conducting cost analyses.
- Working closely with federal and state agencies for financial assistance and/or reimbursement for the incident.

Expenditure Tracking

The city may be reimbursed from insurance, state and/or federal sources for disaster-related expenses. The purpose of this section is to provide guidance on the record keeping requirements for claiming such expenses.

Eligible Expenses

Eligible costs are extraordinary costs incurred while providing emergency services required by the direct impact of a declared disaster and which service is the responsibility of the applicant agency. Eligible costs are generally considered to be the net costs over and above any increased revenue or subsidy for the emergency service. Ineligible expenses include costs for standby personnel and/or equipment and lost revenue.

Recordkeeping Requirements

State and federal governments require detailed information to support claims for reimbursement. Funding will be approved or denied based upon the information supplied by applicant agencies. Documentation supporting all costs claimed will be required and all information must relate back to individual original source records.

The following guidelines should be followed when documenting disaster-related reimbursable expenses:

- Costs and revenues associated with emergency operations should be segregated from normal operating expenses.
- Separate records should be maintained for each vehicle and piece of heavy equipment used for emergency operations.
- Vehicle and equipment documentation should include the miles and/or hours operated by location and by operator.

- Vehicle operating expenses should include fuel, tires, tubes and maintenance.
- Labor costs should be compiled separate from vehicle and/or equipment expenses.
- Equipment documentation should include exactly where the equipment was used and for what purpose (i.e. hours and minutes used and the name of the equipment operator if applicable.)
- Revenues and subsidies for emergency operations must be subtracted from any costs claimed.
- Requisitions, purchase orders, and invoices must be maintained for all supplies, materials and equipment expenses claimed.
- Costs for supplies and materials must include documentation of exactly where resources were used and for what purpose.
- All noncompetitive procurements must be justified.

Expenditure tracking should commence upon notice or obvious occurrence of disasters that require expense of labor, equipment use, materials and other expenses. The Incident Commander(s), EOC Director, and EOC staff are responsible for maintaining written records of all disaster-related personnel overtime, requests for supplies, equipment and contract personnel and receipts for emergency purchases of supplies, equipment and other disaster-related expenses. The city will activate a special coding for emergency expenditure tracking which is used for both labor and equipment.

The Finance Section will compile reports, including total expenditures by category. The Finance Section Chief will submit a summary report on total costs to the EOC Director as requested. This information will be used for state and federal disaster assistance applications. The expenditure data and documentation process are vital to state and federal agencies for requesting financial assistance during and after the disaster.

6.10 Command Strategies

Unified Command

Unified Command allows all agencies with jurisdictional authority or functional responsibility for the incident to jointly provide management direction to an incident through a common set of incident objectives and strategies and a single IAP. Each participating agency maintains its individual authority, responsibility and accountability. The table below presents a comparison of a single Incident Commander and Unified Command.

Single Incident Commander	Unified Command
The Incident Commander is solely responsible (within the confines of his or her authority) for establishing incident objectives and strategies. The Incident Commander is directly responsible for ensuring that all functional areas activities are directed toward accomplishment of the strategy.	The individuals designated by their jurisdictional and organizational authorities (or by departments within a single jurisdiction) must jointly determine objectives, strategies, plans, resource allocations, and priorities and work together to execute integrated incident operations and maximize the use of assigned resources.

Area Command

An Area Command is a management structure established to oversee the organization of multiple incidents handled by separate ICS organizations or very large incidents that involve multiple ICS organizations. Area Command is activated only if necessary, depending on the complexity of the incident and span-of-control and does not have operational responsibilities.

If activated, the Area Command:

- Sets overall incident-related priorities:
 - 1) De-conflicts incident management objectives with other ICS organizations and established policies.
 - 2) Allocates critical resources according to incident-related priorities.
 - 3) Identifies critical resource needs and reports them to the EOCs.
- Conducts oversight:
 - 1) Ensures proper management and effective communications and provides for personnel accountability and a safe operating environment.
 - 2) Ensures that short-term emergency recovery is coordinated to assist in the transition to full recovery operations.

Multi-Agency Coordination

In the event that the city is coordinating a response with other jurisdictions or agencies with authority over the incident, it may choose to implement a Multi-Agency Coordination Group (MAC Group). Typically, administrators/executives, or their appointed representatives, who are authorized to commit agency resources and funds are brought together to form MAC Groups. Other names for MAC Groups include “multiagency committees” and “emergency management committees.” A MAC Group can provide coordinated decision making and resource allocation among cooperating agencies and may be tasked with establishing the priorities among incidents, harmonizing agency policies and providing strategic guidance and direction to support incident management activities.

7.0: INFORMATION COLLECTION AND DISSEMINATION

7.1 Action Planning

The success and reliability of any emergency management process is dependent on the collection, dissemination and consistency of the planning process and the unified spread of information. Therefore, it will be a priority standard of the Yuba City EOC to use action plans to provide a clear and measurable process for identifying objectives and priorities for a given event.

Action Planning is an important management tool that involves the following:

- Process for identifying priorities and objectives for emergency response or recovery efforts.
- Plans which document the priorities, objectives and the tasks of departments, groups and personnel assignments associated with meeting the outlined objectives.
- Providing safe and reliable information that is consistent within in the EOC and the community.

The Action Planning process should involve the EOC Director and section chiefs (one from each Section), along with other EOC staff, such as agency representatives.

7.1.1 Action Planning Requirements

The initial EOC Action Plan may be a verbal plan that is developed during the first hour or two following EOC activation. A verbal plan may also be utilized for incidents involving a limited scope, short duration (less than 12 hours) and a limited number of response personnel. This initial verbal plan may be limited in scope but readily able to be expanded to fill all necessary elements.

An EOC Action Plan shall be developed whenever the EOC is activated, either partially or fully, and a standardized response is deemed necessary.

The Yuba City EOC Action Plan will be required whenever:

- Two or more agencies are involved in the response
- The incident overlaps more than one operational period

- All EOC functions are partially or fully staffed

The EOC Action Plan addresses a specific operational period which may vary in length from a few hours to days depending on the circumstances. The plan should be regularly reviewed and evaluated throughout the operational period and revised or updated as warranted.

7.1.2 Action Plan Elements

The elements to be included in the EOC Action Plan are as follows:

- Operational period covered by the plan.
- Parts of the EOC organization that have been activated on the specified organizational chart.
- Assignment of primary and support personnel and material resources to specific tasks and locations.
- Any logistical or technical support to be provided and by whom.
- Objectives (attainable, measurable and flexible) to be accomplished.
- Current priorities to meet the objectives.
- The strategy to be utilized to achieve the objectives.
- Elements that directly affect the action plan (i.e. weather/safety concerns/ threats)

In addition to the required elements listed above, the Action Plan may also include:

- Specific departmental mission assignments.
- Policy and/or cost constraints.
- Any inter-agency or multi-jurisdictional considerations.

7.1.3 Planning Responsibilities

Primary responsibility for developing the EOC action plan rests with the Planning Section Chief; However, development of the plan requires the active participation of the EOC management and general staff. The operations section plays a vital role in action planning and must work closely with the planning section during action plan development. When indicated, the Planning Section Chief will request specific technical experts to provide input to the plan and the EOC Director is responsible for approving the plan and ensuring the operational period, incident objectives, priorities and information messaging is consistent and meets the direction of the city and the emergency management organization.

For incidents requiring close coordination with external agencies, (e.g., Cal-EMA, state first responder agencies and/or federal response, etc.), the action planning process should grow in scope and input from the corresponding agencies involved.

7.2 EOC Reporting

Information may be sent to city departments, EOC personnel, the Sutter County Operational Area and other key agencies directly involved or impacted using the Response Information Management System (RIMS), OASIS, radio, telephone, email, internet or fax. Regardless of the method of communication, all data should be verified and protected prior to transmission. If unverified data must be transmitted, it should be clearly designated as unconfirmed information. Consistency within the EOC and working through the proper Action Plan and PIO will ensure that information shared is reliable and deemed necessary to share.

The Yuba City EOC should transmit the following reports to DOCs, city departments and the Sutter County Operational Area:

- Preliminary reports
- Situation reports
- Flash Reports

7.2.1 Preliminary Reports

Preliminary reports are used during the first two hours of an emergency to provide an initial picture of the scope and magnitude of the situation.

7.2.2 Situation Reports

Situation reports are brief narratives that present a concise picture of the emergency situation and are prepared for specific time periods. The following should be considered:

- At the beginning of an emergency response, the EOC Management and planning staff will determine appropriate times for submitting data and issuing situation reports.
- The Situation Report is intended for use after the first two hours of an emergency and can be updated as requested or needed.
- The Inland Region Situation Status forms contain the information presented on the Situation Report form. The information may be transmitted via the Internet or fax.

7.2.3 Flash Reports

Flash Reports are used for transmitting critical, time-sensitive information outside regularly scheduled Preliminary Reports or Situation Reports. For example, a flash report would be used to report an impending dam failure or a receipt of a Federal Declaration of a Major Disaster.

Oral Flash Reports may precede written reports and the written report later serves as confirmation and documentation of the information that was provided.

7.2.4 Documentation

Unit/activity logs are used to record significant events, communications and daily actions associated with an emergency for a given operational period or shift. Each EOC staff position is responsible for maintaining a unit/activity log and documenting the activities that pertain to actions and response.

All copies of reports, SEMS forms and logs must be submitted to the Planning Section (Documentation Unit) prior to the close of each operational period or prior to EOC deactivation if operations do not require multiple shifts.

7.2.5 Status Boards

Status Boards are erasable boards or projections from computer systems located around the EOC. The Status Boards provide decision-makers and EOC staff with essential information such as road closures, shelter location information, river gauge levels etc., at a glance.

7.3 EOC Reporting Systems

The State of California has an internet based information reporting system for use during emergencies. The purpose of the Response Information Management System (RIMS) is to improve the state's ability to respond to major disasters. The system will increase the level of service and efficiency by improving the state's ability to:

- Respond to, manage and coordinate requests for resources
- Collect, process, and disseminate information during and after a disaster

7.4 Emergency Public Information

Emergency public information is a priority of utmost importance during emergencies and disasters and city government has a primary responsibility to provide accurate and timely information to the public regarding conditions, threats and protective measures. To avoid conflicts and confusion, the Emergency Public Information function operates best when centralized and coordinated among all involved jurisdictions, agencies and organizations.

This information will be collected, analyzed and organized to ensure clear direction to the Yuba City community. The goal of emergency public information will be to provide information that is relevant to the safety and welfare of recipients in the event of an emergency. Such information shall include but not be limited to instructions and directions to alleviate or avoid the impact of an emergency. The next section of this EOP (Section 8) will explain the process of emergency notifications to the residents of Yuba City and Sutter County.

The City of Yuba City has established a Public Information Officer (PIO) Team, with members from various departments, and they are tasked and trained with the handling of information and the coordination in disseminating that information to the general public, the local/regional/state/national media and ensuring the information is accurate, readily available and easily understood. The PIO Team will use a variety of methods (i.e. press releases, social media, press conferences, PSA's and other various means) to maintain the necessary flow of information between the EOC/IC and residents in the community.

8.0 Communication and Emergency Alert Notification Systems

In coordination with established public safety warning protocols, the activated EOC will manage the dissemination of timely and adequate warnings to threatened populations in the most effective manner possible. Warning information will be issued as quickly as a threat is detected, using the most direct and effective means possible. These Emergency Alert Notifications should be actively promoted within the community and annual tests and media campaigns should be a part of the Emergency Management Organization.

8.1 Warning Responsibility

When the EOC is not activated, the city Public Safety Departments (Police/Fire) will coordinate the dissemination of official alerts and warnings through the Yuba City Police Department Dispatch Center. These official alerts will be generated to the general public and allied agencies using the available methods (CodeRED, Zonehaven, Reverse 911) and any other available alert and warning mechanisms available to the city.

8.2 Warning and Alert Mechanisms

Depending upon the threat and time availability, the EOC will initiate alerts and warnings utilizing any of the following methods:

- Activation of the Emergency Alert System (EAS)
- Activation of the Emergency Digital Information System (EDIS)
- Activation of the California Law Enforcement Mutual Aid Radio System (CLEMARS)
- Activation of the Telephonic Alert and Warning System (CodeRED / Zonehaven)
- Social Media Platforms (Twitter/Facebook/Instagram)
- Media broadcast alerts

As in any emergency, the effectiveness of any warning will be dependent upon many factors including:

- Time availability
- Initial notice of threat
- Time of day
- Language barriers
- Receiving challenges for those with or caring for functional needs

8.3 Warning Conditions

Typically warnings will be issued during periods of flash flooding, dam or levee breach threats, major hazardous materials incidents, public health emergencies, fast moving fires, severe weather conditions and/or potential acts of violence. However, warnings may be issued wherever and whenever a threat is perceived and the potential for safeguarding the public is possible through rapid alerting. These notifications systems allow streamlined flow of information and are designed to prepare the community to act when a situation arises or is impending.

8.4 Types of Warning Notifications

The City of Yuba City, and those who reside within city limits or county response, may be involved in several types of public safety notifications based upon the complexity and/or severity of the incident.

These are the three types of Emergency Alert Warning Notifications that residents will receive:

Evacuation Warning

- Alerts people in an affected area of a potential threat to life and property.
- Informs residents that need additional time to evacuate, that they should consider leaving during this time and facilitating their own action plan.
- Prepares people for potential Immediate Evacuation Order.

Evacuation Order (Mandatory)

- Immediate movement of people out of the area.
- Advisement that staying risks the life of civilians and First Responders.
- This is a lawful order to leave the area immediately.
- The area is lawfully closed to public access

Shelter-In-Place

- Advises people to stay secure at their current location by remaining in place as evacuation will cause a higher potential for loss of life.

8.4.1 Authorization

- Pursuant to California Penal Code 409.5(a), state, county and city peace officers, and other designated officials, are vested with the authority to close public and private lands and order evacuations.
- Per Penal Code 409.5(a), the Yuba City Police Department Chief could designate a Battalion Chief, Division Chief or Fire Chief as an official who may issue one or more of the emergency notifications listed in Section 8.4 of this EOP. These notifications can be used for any large-scale emergency, which may include flooding or potential flood incidents, wildland fires, hazmat incidents, significant structure fires, weather related emergencies, issues involving threats to the public, acts of terror or any issue that directly affects the health, safety or well-being of the community and the residents. With that being said, the Yuba City Police Chief must be immediately notified and involved in the process.

8.5 Emergency Alert Notification-Code/RED

CodeRED is a web-based critical communication solution that enables local public safety personnel to notify residents and businesses by telephone, text message, email and social media of time-sensitive information, emergencies or urgent notifications. The system can reach hundreds of thousands of individuals in minutes to ensure information such as evacuation notices, missing persons, inclement weather advisories and more are quickly shared. Only authorized officials have access to send alerts using the CodeRED system. The CodeRED system is an all risk / multi-emergency notification and evacuation system.

Any message regarding the safety of our residents and community will be disseminated using CodeRED. Alerts will be sent out via phone, email and social media in a variety of situations including boil water notices, gas leaks, evacuation notices or alerts, police activity, fire emergencies, missing persons and a wide variety of other issues or events that threaten public health and safety.

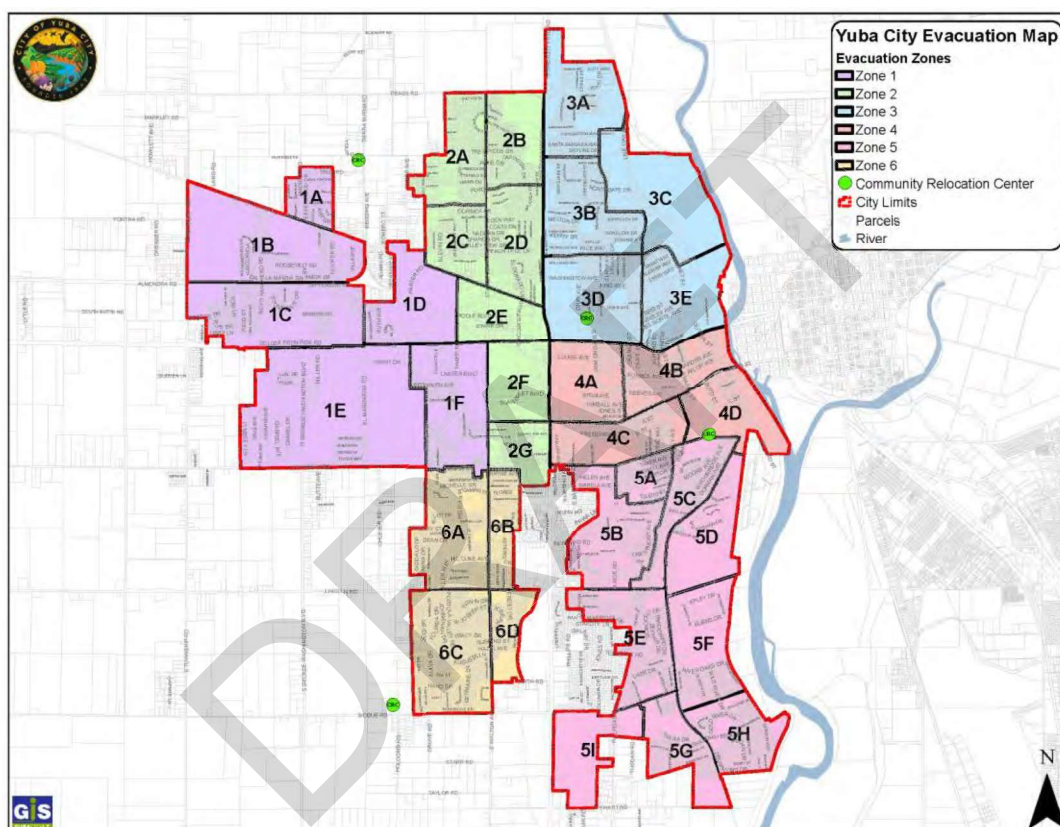
This is a community alert system to ensure that you remain informed of important and pertinent information. CodeRED allows users and participants to register and select the types of messages and mean of communication that they prefer. CodeRed messages place phone calls to land and cellular phone lines with a pre-recorded voice message. In addition, they send a text message of up to 640 characters to the cell numbers. Finally, an email is sent with no limit on the amount of content in the email.

To sign up for CodeRed visit the Community Notification Enrollment website:

Yubacity.net/YCFD or text “Yuba City” to 99411

8.5.1 City of Yuba City Evacuation Zones and Map

Currently the City of Yuba City is broken into 6 numeric zones with 36 evacuation zones identified within those boundaries. These zones have pre-built CodeRed evacuation messages that can be selected by dispatch and relay specific messaging that involve “Evacuation Order”, “Evacuation Warning”, and “Shelter in Place”.



Yuba City Fire may be involved in several types of public safety notifications based upon the complexity and/or severity of the Incident, which may include:

- Chemical Spills and HazMat Incidents
- Wildfire Events
- Flooding or High-Water Events
- Active Shooter Situations
- Power Outages
- Severe Weather

8.5.2 Community Relocation Centers

In addition, this evacuation map identifies four Community Relocation Centers. These locations are not evacuation sites; however, these locations are capable of transitioning into an evacuation shelter for the grouping of evacuees in a safe location for a limited time. These pre-established Community Relocation Centers allow first responders to immediately evacuate citizens in a hazard zone without the delay of establishing a full evacuation site. The following are the pre-set sites:

- Yuba-Sutter Fairgrounds
- Yuba City Senior Center
- Sikh Temple on Bogue Road
- Sikh Temple on Tierra Buena Road

8.6 Emergency Alert Notification-Zonehaven

While the City of Yuba City uses CodeRED as the primary emergency information platform to communicate with city residents and share evacuation orders, warnings and shelter information, it is necessary to discuss and be informed on a separate evacuation platform that is used by Sutter County for residents.

Zonehaven is a cloud-based, evacuation only, platform that uses the critical data input into the program to model and show evacuation zones and routes. The platform's goal is to deliver usable insights to help emergency responders and communities develop, understand and deliver evacuation plans and zones for pre-set areas within the county.

Zonehaven provides two interconnected applications, Zonehaven EVAC and Zonehaven AWARE, and both are designed to provide community residents and responders with reliable sources for evacuation updates and preparation. This platform has been used successfully in wildland fire response applications and allows multi-agency collaboration, communication and an access point for information. Pre-built evacuation routes, road closures, target hazards and areas of concern can be built into the system and allow streamlined planning and updates.

Sutter County will be using this system for residents and Yuba City will be active in the process.

9.0 Plan Development, Maintenance and Implementation

9.1 Plan Development/Review and Maintenance Responsibility

This plan is developed under the authority and authorization conveyed to the Emergency Services Coordinator(s) (Fire Chief and Police Chief) in accordance with and by the direction of the Emergency Services Director (City Manager). It is then the primary responsibility of the Emergency Services Coordinator(s) to ensure that the necessary changes and revisions to this plan are prepared, coordinated, published and distributed to all involved entities, departments and personnel.

9.2 Review Components and Updates

This Emergency Operations Plan (EOP), functional annexes, hazard threat appendices, contingency plans and all supporting documents will be reviewed and evaluated annually, with a full document update/evaluation process conducted minimally every three (3) years. Changes to the plan will be published and distributed to all involved departments and organizations.

Recommended changes will be received by the Emergency Services Coordinator(s), reviewed and distributed for comment on a regular basis or following emergency activation, training exercises or updates with key EOC members. Elements of this plan may also be modified by the Emergency Services Coordinator(s) any time state or federal mandates, operational requirements, or legal statutes are updated or adjusted in standard or expectation. Once distributed, new editions to this plan shall supplant older versions and render them inoperable.

Additionally, this EOP will be re-promulgated, reviewed and training will be provided whenever a new senior elected or appointed official takes office, a new Emergency Services Director is put in place or whenever changes are made to the Emergency Service Coordinator(s).

This review will:

- Verify contact information.
- Review the status of resources noted in the plan.
- Evaluate the procedures outlined in the plan to ensure their continued viability. In addition, lead agencies will review the functional annexes and Hazard/Threat Appendices and evaluate the contingency plans assigned to personnel and departments.

Recommended changes should be forwarded to:

- Emergency Services Coordinator(s)—Fire Chief and/or Police Chief
- Emergency Services Director—City Manager

9.3 Event Critique and After-Action Reporting

An important part of the continued development and maintenance of this Emergency Operation Plan (EOP), will be the open and honest dialogue that must occur before, during and after an emergency event. This critique process should be in place for all emergency activations and training events and a primary focus should be made to gather the information, opinions and ideas and analyze how to grow and develop the EOP moving forward.

In order to document and track lessons learned from exercises, the Emergency Services Coordinator(s) will conduct a review, or “hot wash,” with exercise participants after each exercise. The Emergency Services Coordinator(s) will also coordinate an After-Action Review (AAR), which will describe the objectives of the exercise, document the results of the evaluation and improve the city’s readiness through open and honest communication.

After Action Reviews contain a detailed critical summary or analysis of a past event and are created to re-assess decisions and consider possible alternatives for future scenarios. AARs can help summarize and categorize notes taken during and throughout an event and provide participants with early and tangible lessons that were assessed before, during and after response to an event or training.

Reviews and AARs will also be facilitated after an actual disaster and all agencies involved in the emergency response will participate in the AAR. The AAR following an incident should describe actions taken, identify equipment shortcomings and strengths and recommend ways to improve operational readiness. Recommendations may also include the future planning of exercise events and disaster related programs. In coordination with the Emergency Services Coordinator(s), the Emergency Services Director will ensure that equipment, training and planning shortfalls identified following an incident are addressed by the City’s Emergency Management Organization.

9.4 Community Outreach and Emergency Preparedness Education

Emergency preparedness refers to the preventative measures the city, its residents and emergency responders should take to reduce the effects of a disaster on life, property, the environment and the community in which we live and work. The goal is to lessen the impact on your life, prepare organizations for extra activity and create a plan that makes the most of resources and time and reduces the efforts needed to keep the population safe.

Within any city or community, an unexpected or large-scale emergency or disaster has the potential to overwhelm city services and emergency response. Due to this fact, it is imperative that community members and residents are prepared to receive information and follow direction. A plan must be in place and early communication and education is the key to success.

The City of Yuba City is dedicated to educating the public about threats, disasters and what to do before, during and after an emergency occurs. The city will maintain an active community preparedness program and recognizes that citizen preparedness and education are vital components of the city's overall readiness. Information about the city's public education programs, hazard and mitigation information and other emergency management and services can be found on the city's website. The city will continue to build upon the services provided and information will be shared via city, fire and police social media and the "Be Prepared Yuba City" section of the Fire Department website. These platforms will be vital resources and should be referenced by the community and promoted by the city departments.

9.4.1 Emergency Preparedness Planning

The City of Yuba City is responsible to conduct a wide array of emergency planning activities. These planning efforts include the development and maintenance of this Emergency Operations Plan (EOP), the development and training for the Emergency Operations Center (EOC), internal Department Operation Plans (DOP) that cover and plan for continuity of operations and other internal operational documents and contingency plans for each department and city response. In addition, emergency planning must account for interagency response plans that have multi-jurisdictional participation and resource acquisition/assistance from various local, regional, state and federal agencies.

Emergency readiness cannot be conducted within a vacuum. The city is responsible for working with all city departments, special districts and allied agencies that are considered a component or resource of the Yuba City Emergency Organization plan. Such coordination extends to the following activities:

- Interagency plan development
- Interagency training coordination
- Interagency exercise development and presentation
- Interagency response management
- Interagency emergency public information activities

Additionally, the Emergency Service Coordinator(s) act as the city government's key representative and lead agent for day-to-day emergency management activities such as: mitigation, preparedness, response, and recovery. Non-emergency functions include planning, training, exercise development, preparedness presentations, interagency coordination, hazard assessment, development of preparedness and mitigation strategies, grant administration and support to city response agencies.

9.4.2 Community Preparedness and Awareness

The public's response to any emergency is based on an understanding of the nature of the emergency, the potential hazards, the likely response of emergency services and knowledge of what individuals and groups should do to increase their chances of survival and recovery.

Public awareness and education prior to an emergency or disaster will directly affect Yuba City emergency operations and recovery efforts. For this reason, the City of Yuba City will make emergency preparedness information from county, state and federal sources available to the member jurisdictions and our citizens upon request.

9.4.3 Preparedness Actions

In identifying general preparedness actions, city government works with community-based organizations, faith-based organizations, other local governments/special districts, private industry, preparedness groups, and other entities to provide information relating to individual and group preparedness.

Government is limited in its ability to provide endless services and support during times of disaster, so public preparedness is essential for ensuring individual and organizational safety and protection.

10.0 Training

10.1 Goals/Expectations/Standards

To assist with the training and preparation of essential response staff and supporting personnel to incorporate SEMS/ICS/NIMS concepts in all facets of an emergency, each agency and department is responsible for ensuring that critical staff are identified and trained at a level that enables effective execution of existing response plans, procedures and policies. All City of Yuba City employees are designated as Disaster Service Workers, per CA Code 3100 and each individual department will be responsible for keeping up to date on new employees and ensuring existing employees are completing training and requirements in a timely manner.

The Emergency Services Coordinator(s) are responsible for establishing and ensuring the training for city personnel and encouraging them to participate in training sessions hosted by other agencies, organizations, and jurisdictions throughout the region. Current training and operational requirements set forth under SEMS and NIMS have been adopted and implemented by the city (see minimum training requirements in Table below). The Emergency Services Coordinator(s) maintain records and lists of training received by city personnel and ensures compliance.

Training requirements apply to all first responder and disaster workers, including first-line supervisors, middle management and command and general staff, as well as the following list:

- EMS personnel
- Firefighters
- Law enforcement personnel
- Public works/utility personnel
- Skilled support personnel
- Other emergency management response personnel
- Support/volunteer personnel at all levels

Minimum Training Requirements

Emergency Personnel	Required Training
Direct Role in Emergency Management/Response	ICS-100, IS-700a
First-line Supervisors, mid-level management, Command and General Staff	ICS 100, ICS 200, IS-700a
Supervisory role in expanding incidents or a management role in the EOC	ICS 100, ICS 200, ICS 300, IS-700a
Management capacity in Area Command or an EOC	ICS 100, ICS 200, ICS 300, ICS 400, IS-700a, 701a
Public Information Officers	IS-702a
Resource Management	IS-703a
Communication or incident information systems	IS-701
Development of mutual aid agreements and/or mutual aid operational plans	IS-706
Planning	IS-800b

10.2 Exercise Program

It will be the intent and goal of the City of Yuba City to conduct an exercise, once every other year, to test and evaluate this Emergency Operations Plan (EOP) and the city response to EOC or DOC activation. The city will seek coordinate with other agencies, organizations (nonprofit, for profit, and volunteer), neighboring jurisdictions and state and federal government resources to participate in joint exercises when deemed necessary and beneficial to the scope and nature of the exercise/training. These exercises can consist of a variety of tabletop exercises, drills, functional exercises and full-scale exercises. As appropriate, the city will use the Homeland Security Exercise and Evaluation Program procedures and tools to develop, conduct, and evaluate these exercises. Information about this program can be found at <http://hseep.dhs.gov>. The Emergency Services Coordinator(s) will work with other city/county departments and agencies to identify and implement corrective actions and mitigation measures, based on exercises conducted through Emergency Management.

10.3 Readiness Training

The Yuba City Fire Department Fire Chief will notify holders and participants, within this plan, of training opportunities associated with emergency management and operations. These training components will be targeted to ensure members are receiving proper training in components of ICS/NIMS/SEMS and individual roles associated with EOC positions, roles and responsibilities.

Individual city departments and agencies within the City of Yuba City are responsible for maintaining training records and notifying the Fire Chief of needs associated with personnel and mandatory and recommended training. Jurisdictions and agencies having assigned functions under this plan are encouraged to ensure that assigned personnel are properly trained to carry out these tasks.

The Emergency Services Coordinator(s) will develop and execute a comprehensive training program for emergency management topics on a regular basis. The established training schedule will include applicable courses of instruction and education that cover management subjects. Such instruction shall meet or exceed the state SEMS and federal NIMS training requirements.

10.4 Exercise and Evaluation

Elements of this plan will be exercised regularly. The Fire Department will conduct emergency preparedness exercises, in accordance with its annual exercise schedule, following appropriate state and federal guidance. Deficiencies identified during scheduled exercise activities will result in the development of a corrective action plan to initiate appropriate corrections and growth and development in areas of concern.

The planning, development and execution of all emergency exercises will involve close coordination between all city departments, allied agencies, special districts and supporting community and public service organizations.

The primary focus will be to establish a framework for inter-organizational exercise, collaboration in coordination with all-hazard response and recovery planning and training activities conducted within the City of Yuba City.

Emergency exercise activity will be scheduled as to follow state and federal guidance and program requirements. Exercise activity will follow the *Homeland Security Exercise and Evaluation Program* (HSEEP) guidance and may be designed as one or more of the following exercise types:

- Drills
- Seminars (Workshops)
- Table Top Exercises (TTX)
- Functional Exercises (FE)
- Full Scale Exercises (FSE)

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GLOSSARY OF TERMS

Action Plan: The plan prepared in the EOC containing the emergency response objectives of that SEMS level reflecting overall priorities and supporting activities for a designated period. The plan is shared with supporting agencies.

All Hazards: Refers to a policy or program that is designed to deal with a variety of natural and technological hazards.

Agency: A division of government with a specific function offering a particular kind of assistance. In the Incident Command System (ICS), agencies are defined either as jurisdictional (having statutory responsibility for incident management) or as assisting or cooperating (providing resources or other assistance). Governmental organizations are most often in charge of an incident, though in certain circumstances, private sector organizations may be included. Additionally, Non-Governmental Organizations (NGOs) may be included to provide support.

Catastrophe: Any natural or manmade incident, including terrorism, that results in extraordinary levels of mass casualties, damage or disruption severely affecting the population, infrastructure, environment, economy, national morale and/or government functions.

Command: The act of directing, ordering, or controlling by virtue of explicit statutory, regulatory or delegated authority.

Command/Management: Command is responsible for the directing, ordering and/or controlling of resources at the field response level. Management is responsible for overall emergency policy and coordination at the SEMS EOC levels.

Command Post: See **Incident Command Post**.

Command Staff: The Command Staff at the SEMS Field Level consists of the Information Officer, Safety Officer and Liaison Officer. They report directly to the Incident Commander and may have an assistant or assistants, as needed. These officers are also found at the EOC levels in SEMS and they report directly to the EOC Director and comprise the Management Staff.

Common Terminology: Normally used words and basic phrases that provide consistency and allow diverse incident management and support organizations to work together across a wide variety of incident management functions and hazard scenarios. Clear text communication without special knowledge of codes or references that do not cross into common scope.

Continuity of Government (COG): Includes measures to ensure continued leadership and preservation of vital records, thereby maintaining a viable system of government supported by law. Additionally it establishes legal emergency authorities, vested in government leaders, so that they have prescribed powers to act ensure survivability of mechanisms and systems for direction and control so that actions directed by leaders can be communicated and coordinated; sustain essential emergency services and resources so that critical response and recovery actions can achieve widest possible implementation.

Continuity of Operations Planning (COOP): An internal effort within an organization to assure that the capability exists to continue essential business functions across a wide range of potential emergencies, including localized acts of nature, accidents, and technological and/or attack/terrorist-related emergencies. Accordingly, an effective Emergency Management Program (EMP) not only addresses the four phases of mitigation, preparedness, response and recovery, but includes COOP planning activities to ensure that ancillary and support functions would continue with little or no interruption.

Critical Infrastructure: The Systems and assets, physical or virtual, deemed vital to Yuba City and Sutter County that the incapacity or destruction of such systems and assets would have a debilitating impact on security, local economic viability, local public health or safety, or any combination of those matters.

Department Operations Center: A centralized location for a single department or agency where their internal incident management and response takes place.

Disaster: A sudden and extraordinary misfortune or calamity which threatens or effects extraordinary loss of life or property in a community.

Disaster Service Worker (DSW): All public employees in California are subject to such emergency or disaster activities as may be assigned by their supervisors or by law.

Emergency: A condition of disaster or extreme peril that affects the safety of persons and property within the state caused by such conditions as air pollution, fire, flood, hazardous material incident, storm, epidemic, riot, drought, sudden and severe energy shortage, plant or animal infestations or disease, the Governor's warning of an earthquake or volcanic prediction, or an earthquake or other conditions, other than conditions resulting from a labor controversy.

Emergency Alert System (EAS): An established system to enable the President, federal, state, and local jurisdiction authorities to disseminate emergency information to the public via the Commercial Broadcast System. Composed of amplitude modulation (AM), frequency modulation (FM), television broadcasters, and the cable industry. Formerly known as the Emergency Broadcast System (EBS).

Emergency Management: The discipline and the profession of applying science, technology, planning, and management to deal with extreme events that can injure or kill large numbers of people, do extensive damage to property and disrupt community life. As a process it involves preparing, mitigating, responding and recovering from

an emergency. Critical functional components include planning, training, simulating drills (exercises), and coordinating activities.

Emergency Operations Center (EOC): A centralized location where individuals responsible for responding to a large-scale emergency can have immediate communication with each other and with emergency management personnel for the purpose of enhancing coordination in exercising direction and control of emergency response and recovery efforts.

Emergency Operations Plan (EOP): The EOP is the document that describes strategies for managing emergency situations.

Emergency Response Agency: Any organization responding to an emergency, whether in the field, at the scene of an incident, or to an EOC, in response to an emergency, or providing mutual aid support to such an organization.

Emergency Response Personnel: The personnel involved with an agency's response to an emergency.

Emergency Resource Directory (ERD): A directory containing information on agency or organization personnel emergency certifications and qualifications and vendor and support organization supplies, equipment, etc. that may be needed during an emergency. Supplies and equipment can include such items as potable water tenders, portable toilets, heavy equipment, prepared meals, bulk foodstuffs, cots, rental office trailers, etc. To the extent possible and when appropriate, equipment should be typed by capability according to a common and accepted typing schematic. Emergency resource directories should only include those items likely to be needed by the preparing agency or organization in the performance of their duties and should not attempt to include everything that may be needed in any emergency.

Evacuation: The process of moving persons out of an area affected or potentially affected by a disaster situation.

Federal Coordinating Officer (FCO): The individual appointed by the Federal Emergency Management Agency Director (by delegation of authority from the President) to coordinate assistance in a federally-declared disaster.

Federal Disaster Area: An area of a state (oftentimes defined by counties) that is declared eligible for federal disaster relief under the Stafford Act. These declarations are made by the President usually as a result of a request made by the Governor of the affected state.

Federal Emergency Management Agency (FEMA): An agency created in 1979 to provide a single point of accountability for all federal activities related to disaster mitigation, preparedness, response, and recovery. FEMA manages the President's Disaster Relief Fund, and coordinates the disaster assistance activities of all federal agencies in the event of a presidential disaster declaration.

Federal Emergency Response Team: An interagency team, consisting of the lead representative from each federal department or agency assigned primary responsibility for an Emergency Support Function and key

members of the Federal Coordinating Officer's staff, formed to assist the Federal Coordinating Officer in carrying out his/her coordination responsibilities. The Emergency Response Team provides a forum for coordinating the overall federal response, reporting on the conduct of specific operations, exchanging information, and resolving issues related to Emergency Support Functions and other response requirements. Emergency Response Team members respond to and meet as requested by the Federal Coordinating Officer. The Emergency Response Team may be expanded by the Federal Coordinating Officer to include designated representatives of other Federal departments and agencies as needed.

Full-Scale Exercise: An activity intended to evaluate the operational capability of emergency management systems in an interactive manner over a substantial period of time. It involves the testing of a major portion of the emergency plan and organizations in a highly stressful environment. It includes the mobilization of personnel and resources to demonstrate coordination and response capabilities. The EOC is activated and field command posts may be established. A full-scale exercise is always formally evaluated.

Functional Annex: A document that supplements the Emergency Operations Plan and provides further planning information for a specific aspect of emergency management.

Functional Exercise: An activity designed to test or evaluate the capability of individual or multiple emergency management functions. It is more complex than a tabletop exercise in that activities are usually under time constraints and are followed by an evaluation or critique. It usually takes place in some type of coordination or operating center. The use of outside resources is often simulated and no field units are used.

Governor's Authorized Representative (GAR): An individual authorized by the Governor to sign amendments to the Federal-State Agreement and to verify the grant applications from the state and local jurisdictions.

Hazardous Materials Team: A term used to describe a team of highly skilled professionals who specialize in dealing with hazardous material incidents.

Hazard Mitigation Grant Program: A program authorized under Section 404 of the Stafford Act, which provides funding for hazard mitigation projects that are cost effective and complement existing post-disaster mitigation programs and activities by providing funding for beneficial mitigation measures that are not funded through other programs.

Incident: An occurrence or event, either human-caused or by natural phenomena, that requires action by emergency response personnel to prevent or minimize loss of life or damage to property and/or natural resources.

Incident Action Plan: The plan developed at the field response level which contains objectives reflecting the overall incident strategy and specific tactical actions and supporting information for the next operational period. The plan may be oral or written.

Incident Commander: The individual responsible for the command of all functions at the field response level.

Incident Command System (ICS): A nationally used standardized on-scene emergency management concept specifically designed to allow its user(s) to adopt an integrated organizational structure equal to the complexity and demands of single or multiple incidents without being hindered by jurisdictional boundaries. ICS is the field level component of SEMS. It is the combination of facilities, equipment, personnel, procedures, and communications operating within a common organizational structure, with responsibility for the management of resources to effectively accomplish stated objectives pertinent to an incident.

Individual Assistance: A supplementary federal assistance available under the Stafford Act to individuals, families, and businesses which includes disaster housing assistance, unemployment assistance, grants, loans, legal services, crisis counseling, tax relief, and other services or relief programs.

Joint Information Center (JIC): A facility established to coordinate all incident-related public information activities. It is the central point of contact for all news media. Public information officials from all participating agencies should co-locate at the JIC.

Joint Information System (JIS): Integrates incident information and public affairs into a cohesive organization designed to provide consistent, coordinated, accurate, accessible, timely and complete information during crisis or incident operations. The mission of the JIS is to provide a structure and system for developing and delivering coordinated interagency messages, as well as developing, recommending and executing public information plans and strategies on behalf of the IC. Additionally they are tasked with advising the IC concerning public affairs issues that could affect a response effort and controlling rumors and inaccurate information that could undermine public confidence in the emergency response effort.

Key Resources: Any publicly or privately controlled resources essential to the minimal operations of the economy and government.

Local Government: Local agencies as defined in Government Code §8680.2 and special districts as defined in California Code of Regulations, Title 19, Division 2, Chapter 5, CDA, §2900(y).

Major Disaster: As defined in federal law, is “any hurricane, tornado, storm, flood, high water, wind-driven water, tidal wave, tsunami, earthquake, volcanic eruption, landslide, mudslide, snowstorm, drought, fire, explosion, or other technological or human caused catastrophe in any part of the United States which, in the determination of the President, causes damage of sufficient severity and magnitude to warrant major disaster assistance in alleviating the damage, loss, hardship, or suffering caused thereby.”

Master Mutual Aid Agreement: The California Disaster and Civil Defense Master Mutual Aid Agreement made and entered into by and among the State of California, its various departments and agencies and the various political subdivisions of the state. The agreement provides for support of one jurisdiction by another.

Mitigation: Activities taken to eliminate or reduce the degree of risk to life and property from hazards, either prior to or following a disaster or emergency.

Mobilization: A process of activating resources including personnel, equipment and supplies. The process would include notification, reporting and setup to attain full or partial readiness to initiate response and recovery actions.

Multi-agency or inter-agency coordination: The participation of agencies and disciplines involved at any level of the SEMS organization, working together in a coordinated effort to facilitate decisions for overall emergency response activities, including the sharing of critical resources and the prioritization of incidents.

Mutual Aid: Voluntary aid and assistance in the event that a disaster should occur by the interchange of services and facilities; including, but not limited to: fire, police, medical and health, communication, transportation services and facilities, to cope with the problems of rescue, relief, evacuation, rehabilitation and reconstruction which would arise in the event of a disaster. Mutual aid is designed to ensure that adequate resources, facilities and other support are provided to jurisdictions whenever their own resources prove to be inadequate to cope with a given situation.

Mutual Aid Region: A subdivision of the state emergency services organization, established to facilitate the coordination of mutual aid and other emergency operations within an area of the state, consisting of two or more county operational areas.

National Response Framework (NRF): A national level plan developed by the Federal Emergency Management Agency (FEMA) in coordination with 26 federal departments and agencies plus the American Red Cross.

National Warning System (NAWAS): The federal portion of the Civil Defense Warning System used for the dissemination of warnings and other emergency information from the FEMA National or Regional Warning Centers to Warning Points in each state. Also used by the State Warning Points to disseminate information to local Primary Warning Points. Provides warning information to state and local jurisdictions concerning severe weather, earthquake, flooding and other activities which affect public safety and well-being.

Operational Area: An intermediate level of the state emergency services organization, consisting of a county and all political subdivisions within the county area. The operational area is a special purpose organization created to prepare for and coordinate the response to emergencies within a county area. Each county is designated as an operational area. An operational area may be used by the county and the political subdivisions comprising the operational area for the coordination of emergency activities and to serve as a link in the system of communications and coordination between the state's emergency operating centers and the operating centers of the political subdivisions comprising the operational area. The operational area augments, but does not replace, any member jurisdiction.

Preliminary Damage Assessment (PDA): The joint local, state and federal analysis of damage that has occurred during a disaster and which may result in a Presidential declaration of disaster. The Preliminary Damage Assessment is documented through surveys, photographs and other written information.

Preliminary Damage Assessment Team: An ad hoc group that comes together after a disaster whose main purpose is to determine the level of disaster declaration that is warranted. The team usually consists of federal, state and local representatives to do an initial damage evaluation to sites damaged.

Preparedness: Actions taken in advance of an emergency to develop operational capabilities and facilitate an effective response in the event an emergency occurs. Preparedness measures include continuity of government, emergency communications, emergency operations centers, emergency operations plans, emergency public information materials, public education programs, exercise of plans, mutual aid agreements, stocking of disaster supplies, training of emergency response personnel, and warning systems.

Presidential Declaration: A formal declaration by the President that an Emergency or Major Disaster exists based upon the request for such a declaration by the Governor and with the verification of FEMA preliminary damage assessments.

Private Sector: Organizations and entities that are not part of any governmental structure. The private sector includes for-profit and not-for-profit organizations, as well as formal and informal structures of commerce and industry.

Protocols: Sets of established guidelines for actions (which may be designated by individuals, teams, functions or capabilities) under various specified conditions.

Political Subdivision: Any city, county, district or other local governmental agency or public agency authorized by law.

Public Assistance (PA): A supplementary federal assistance provided under the Stafford Act to state and local jurisdictions, special districts, Native Americans, or eligible private nonprofit organizations.

Public Assistance Officer (PAO): A member of the FEMA Regional Director's staff who is responsible for management of the Public Assistance Program.

Public Information: Processes, procedures and systems for communicating timely, accurate and accessible information on the incident's cause, size, current situation, resources committed and other matters of general interest to the public, responders and additional stakeholders (both directly affected and indirectly affected).

Public Information Officer (PIO): A member of the Command Staff (Management Staff at the SEMS EOC Levels) responsible for interfacing with the public and media and/or with other agencies with incident-related information requirements.

Recovery: An activity to return vital life support systems to minimum operating standards and long-term activity designed to return life to normal or improved levels, including some form of economic viability. Recovery measures include but are not limited to: crisis counseling, damage assessment, debris clearance, disaster loans and grants, disaster unemployment assistance, public information, reassessment of emergency plans, reconstruction, temporary housing and business resumption full scale.

Resource Management: Efficient emergency management and incident response requires a system for identifying available resources at all jurisdictional levels to enable timely and unimpeded access to resources needed to prepare for, respond to, or recover from an incident. Resource management under NIMS includes mutual aid agreements and assistance agreements, including the use of special federal, state, tribal and local teams and resource mobilization protocols.

Resources: Personnel and major items of equipment, supplies and facilities available or potentially available for assignment to incident operations and for which status is maintained. Resources are described by kind and type and may be used in operational support or supervisory capacities at an incident or at an EOC.

Response: Actions taken immediately before, during or after an emergency occurs, to save lives, minimize damage to property and the environment and enhance the effectiveness of recovery. Response measures include, but are not limited to, emergency plan activation, emergency alert system activation, emergency instructions to the public, emergency medical assistance, staffing the emergency operations center, public official alerting, reception and care, shelter and evacuation, search and rescue, resource mobilization and warning systems activation.

Robert T. Stafford Disaster Relief and Emergency Assistance Act: (Public Law 93-288, as amended by Public Law 100-707) - The act that authorizes the greatest single source of federal disaster assistance. It authorizes coordination of the activities of federal, state and volunteer agencies operating under their own authorities in providing disaster assistance, provision of direct federal assistance as necessary and provision of financial grants to individuals and families. This act is commonly referred to as the Stafford Act.

Safety Officer: A member of the Command Staff (Management Staff at the SEMS EOC Levels) responsible for monitoring incident operations and advising the IC on all matters relating to operational safety, including the health and safety of emergency responder personnel. The Safety Officer may have assistants assigned.

Section: The organizational level having responsibility for a major functional area of incident or EOC Management, (e.g. Operations, Planning, Logistics, Finance/Administration).

Situation Report: Often contains confirmed or verified information regarding the specific details relating to the incident.

Span of Control: The number of resources for which a supervisor is responsible, usually expressed as the ratio of supervisors to individuals. (Under NIMS, an appropriate span of control is between 1:3 and 1:7, with optimal being 1:5.)

Special District: A unit of local government (other than a city or county) with authority or responsibility to own, operate and maintain systems, programs, services, or projects (as defined in California Code of Regulations (CCR) Section 2900(s) for purposes of natural disaster assistance. This may include a joint powers authority established under Section 6500 et. seq. of the Code.

Standardized Emergency Management System (SEMS): That consistent set of rules and procedures governing the overall operational control or coordination of emergency operations specified in CCR Title 19, Division 2, §2400 et sec. It identifies at each level of the statewide emergency organization the direction of field forces and the coordination of joint efforts of government and private agencies. The Incident Command System (ICS) is the field level component of SEMS.

State of Emergency: A governmental declaration that may suspend some normal functions of government, alert citizens to change their normal activities and an order of governmental agencies to implement emergency operations plans.

Table Top Exercise: An activity in which officials and key staff or others with emergency responsibilities are gathered together informally to discuss simulated emergency situations. It is designed to elicit constructive discussion by the participants without time constraints. Participants evaluate plans and procedures and resolve questions of coordination and assignment of responsibilities in a non-threatening format under minimum stress.

Vital Records: The essential agency records that are needed to meet operational responsibilities under national security emergencies or other emergency/disaster conditions (emergency operating records), or to protect the legal and financial rights of the government and those affected by government activities (legal and financial rights records).

Volunteer: For purposes of NIMS, a volunteer is any individual accepted to perform services by the lead agency (which has authority to accept volunteer services) when the individual performs services without promise, expectation or receipt of compensation for services performed. See 16 U.S.C. 742f(c) and 29 CFR 553.101.

Windshield Survey: A quick visual overview of the affected disaster area performed within the first 24 hours after the disaster.

ADD ALL SUPPORTING DOCUMENTS WILL BE ADDED IN THE FOLLOWING SECTION:

- **FUNCTIONAL ANNEXES**
- **HAZARD THREAT APPENDICES**
- **CONTINGENCY PLANS/CONTRACTS**
- **EMERGENCY VENDOR LISTS**
- **MAPS**
- **EXAMPLES PRE-BUILT RESOLUTIONS/PROCLAMATIONS/DECLARATIONS**
- **EXAMPLES OF PRESS RELEASES**

DRAFT

CITY OF YUBA CITY

Future Agenda Items

- Councilmember Boomgaarden
- Councilmember Espindola
- Councilmember Harris
- Vice Mayor Kirchner
- Mayor Shaw

CITY OF YUBA CITY

Reports and Communications

The following reports and communication items are provided for the Council's information. No action can be taken on items under this section unless the Council agrees to include it on a subsequent agenda

City Manager's Report

CITY OF YUBA CITY

Reports and Communications

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City Council Reports

- Councilmember Espindola
- Councilmember Harris
- Councilmember Boomgaarden
- Vice Mayor Kirchner
- Mayor Shaw

Adjournment